



Wednesday, February 04, 2009

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Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 783

गावाचे नाव मांडवी

दिनांक 04/02/2009

दस्तऐवजाचा अनुक्रमांक ववइ2 - 00783 - 2009

दस्ता ऐवजाचा प्रकार विश्वस्त व्यवस्था

सादर करणाराचे नाव: गणेश विश्वनाथन . .

नोंदणी फी :- 1000.00

नक्कल (अ. 11(1)), पुराव्याची नक्कल (अ. 11(2)),
रुज्यात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (25) :- 500.00

एकूण रु. 1500.00

आपणास हा दस्त अंदाजे 6:06 PM ह्या वेळेस मिळेल

दुय्यम निबंधक
मुंबई शहर 2 (वरळी)

बाजार मुल्य: 1 रु. मोबदला: 10000 रु.

भरलेले मुद्रांक शुल्क: 500 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: कोटक महिंद्रा बँक;

डीडी/घनाकर्ष क्रमांक: 14049; रक्कम: 1000 रु.; दिनांक: 04/02/2009

सह दुय्यम निबंधक

मुंबई शहर क्र. २.

Customer's Copy **Sr. No.**

Deposit Br. _____ Date **4/02/09**

Pay to : Acct. No. 00437200010056-idbi bank A/C stamp duty

Type of Document	Agreement	
Type of Stamp	Special Adhesive	
Franking Value	Rs.	500/-
Service Charges	Rs.	10/-
Total	Rs.	510/-

Name of stamp duty paying party

Eurokide International Limited

Cheque / DD. No. **Tel-66695000**

Drawn on Bank

INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD.
 Signature of Purchaser / Applicant
 (For Bank's Use only)

Signature: **[Handwritten Signature]**

DC No. **62361** Date: **4/2/09**

Franking Sr. No. **4209**

Authorised By (Sign, Name & PIN) **[Handwritten Signature]**

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Industrial Development Bank of India Ltd. Mittal Court 'A' Wing, 2nd Floor, Nariman Point, Mumbai-400021.

D-5/STP(V)/C.R.1007/03/05/1029-1032

Industrial Development Bank of India Ltd.

Authorized Signatory

भारत 18969 142505
INDIA

SPECIAL ADHESIVE महाराष्ट्र FEB 04 2009

15:22

Rs.0000500/-PB5280

STAMP DUTY MAHARASHTRA

Dycc/369 09 u/s 19
Inquiry No. of ... u/s
Original documents seen and returned
Ex. No. 2
copy at Ex. No. 2 retained

Dy Assistant Charity Commissioner
Greater Mumbai Region, Mumbai

THIS DEED OF TRUST ("Trust Deed") made the 4th day of February, 2009 in Mumbai,

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BETWEEN

Eurokids International Limited, having its principal and administrative office at 507, Rajgor Chambers, 99 Surat Street, Above State Bank of India, Danabunder Masjid, Mumbai 400 009, India and its registered office address at Dani Corporate Park, 158, Vidyanagiri Marg, Kalina, Santacruz (E), Mumbai 400 098, India (hereinafter referred to as the "Settlor") of the FIRST PART;

AND

Mr. Ganesh Viswanathan, having his address at C-201, Priyamvadha, Vaithara Nagar, Mulund (W), Mumbai 400 080, India, (hereinafter referred to as the "First Trustee") of the SECOND PART;

AND

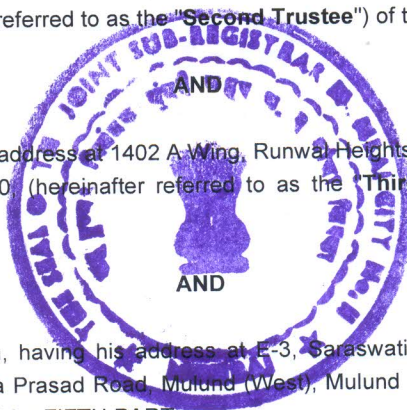
Mr. Vikas Phadnis, having his address at 402, Yashwant, Chitrangan Road, Vile Parle (E), Mumbai 400 057, (hereinafter referred to as the "Second Trustee") of the THIRD PART;

AND

Mr. Prajodh Rajan, having his address at 1402 A Wing, Runwal Heights, Opp. Shoppers Stop, Mulund (W), Mumbai 400 080, (hereinafter referred to as the "Third Trustee") of the FOURTH PART;

AND

Mr. Govindarajan Jaganathan, having his address at E-3, Saraswati, Jeevan Laxmi Co-operative Housing Society, Dr. Rajendra Prasad Road, Mulund (West), Mulund 400 080, (hereinafter referred to as the "Fourth Trustee") of the FIFTH PART:



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The parties to this Trust Deed shall be jointly referred to as "**Parties**" and severally referred to as "**Party**", or "**Settlor**" or "**Trustee**", or in respect of the latter, the plural form, "**Trustees**" or "**Initial Trustees**" as the case may be.

WHEREAS:

- A. The Parties hereto wish to establish a public charitable trust, for the purpose as described in Clause 3.1 herein below.
- B. The Settlor, being desirous of making the Settlement, (as also defined herein below) has transferred/delivered to the Trustees, or otherwise placed under their control, upon trust, an amount of INR 10,000 (Indian Rupees Ten Thousand) as the Settlement amount.
- C. The Trustees shall hold and possess the Settlement amount in trust according to the terms and conditions of this document.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

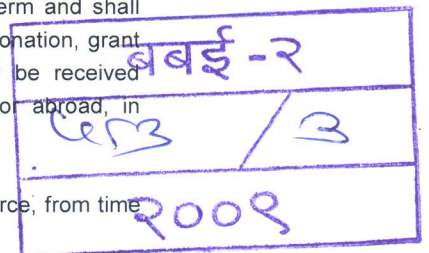
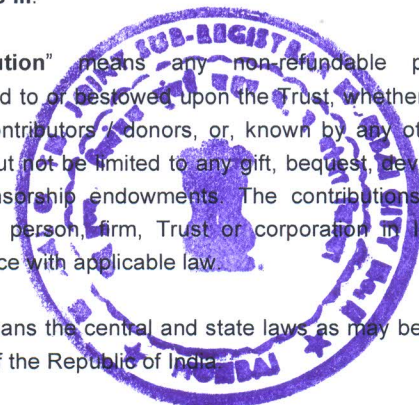
1.1. In this Trust Deed, wherever the context permits, the following words shall have the following meanings:

1.1.1. "**Board of Trustees**" means the members comprising of the board of the Trustees of the Trust as listed in **Annexure II**.

1.1.2. "**Byelaws**" mean such rules and regulations that may be framed by the Trustees for the governance, management and administration of the operations and property of the Trust and any amendment thereto carried out in accordance with the procedure specified in the Trust Deed, and which would form part of this Trust Deed, to be attached as **Annexure III**.

1.1.3. "**Contribution**" means any non-refundable property, paid or transferred to or bestowed upon the Trust, whether in cash or in kind, by the contributors / donors, or, known by any other term and shall include but not be limited to any gift, bequest, devise, donation, grant and sponsorship endowments. The contributions may be received from any person, firm, Trust or corporation in India or abroad, in accordance with applicable law.

1.1.4. "**Law**" means the central and state laws as may be in force, from time to time, of the Republic of India.



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1.1.5. "Managing Committee" means the committee as formed by the Board of Trustees for the purpose of carrying out some of the functions relating to the operation of the pre-schools, schools and colleges.

1.1.6. "Settlement" means the settlement amount of INR 10,000 (Indian Rupees Ten Thousand) transferred /delivered to the Trustees, or otherwise placed under their control, by the Settlor, upon trust, for the creation of the Trust under this Trust Deed.

1.1.7. "Trust" means the EuroSchool Education Trust, which comes into existence upon the execution of this Trust Deed.

1.1.8. "Trust Deed" means this Trust Deed executed on 4 February 2009 along with the Annexures and Schedules attached hereto or that may be attached in the future, and any deeds of amendment that may be executed with respect to the Trust in future.

1.1.9. "Trust Funds" means and includes the Settlement amount, all monetary Contributions whether forming the corpus or income of the Trust, and the income of the Trust from sources other than Contributions.

1.1.10. "Trust Period" means in perpetuity or as determined by the provisions of Clause 17 of the Trust Deed.

1.1.11. "Trust Property" means all movable and immovable property held in the name of the Trust, and includes the Trust Funds; as well as any interest, dividends, rents or any other accumulations, additions and accretions to any of the aforesaid of any description whatsoever and wheresoever situated.

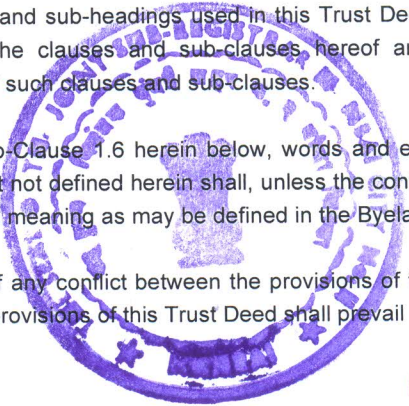
1.2. Words in the singular shall include words in the plural and vice-versa.

1.3. Words importing the male gender shall include the female and neutral genders.

1.4. The headings and sub-headings used in this Trust Deed are inserted only for reference to the clauses and sub-clauses hereof and shall not affect the construction of such clauses and sub-clauses.

1.5. Subject to Sub-Clause 1.6 herein below, words and expressions used in this Trust Deed but not defined herein shall, unless the context specifies otherwise, have the same meaning as may be defined in the Byelaws.

1.6. In the event of any conflict between the provisions of this Trust Deed and the Byelaws, the provisions of this Trust Deed shall prevail over the Byelaws.



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1.7. References in this Trust Deed to any statute or regulation made using a commonly-used abbreviation shall be construed as a reference to the short title of such statute or full title of such regulation as the case may be.

2. NAME, ADDRESS AND AREA OF OPERATION OF THE TRUST

2.1 The name of the Trust shall be the **EuroSchool Education Trust**.

2.2 The principal place of work of the Trust shall be situated at 507, Rajgor Chambers, 99 Surat Street, Above State Bank of India, Danabunder Masjid, Mumbai 400 009, India and the registered office of the Trust shall be situated at Dani Corporate Park, 158, Vidyanagiri Marg, Kalina, Santacruz (E), Mumbai 400 098, India or such other place of work as may be decided in this regard by the Trustees. Such Trustees may change such place of operation at a later date, as may be required.

3. OBJECTS OF THE TRUST

3.1 The Trustees shall jointly and severally hold upon trust the Trust Property and shall apply it to charitable purposes including such purposes as would support and benefit the overall development of children in the education, healthcare, vocational and technical courses segments for children in India. The objects of the Trust ("**Objects**") shall include but not be limited to:

3.1.1 establishing, maintaining and running pre-schools, schools and colleges;

3.1.2 establishing training centres and allied education institutions;

3.1.3 establishing cultural and social institutions;

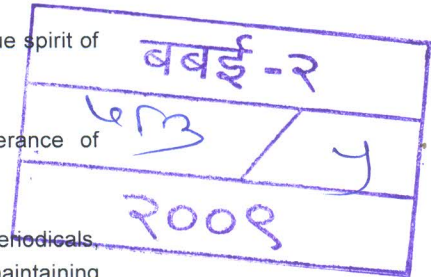
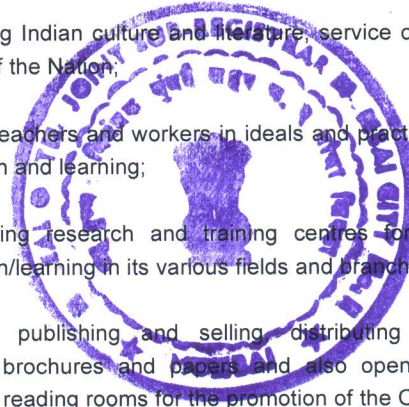
3.1.4 spreading for promotion of education and learning in all branches;

3.1.5 advancing Indian culture and literature, service of this country for the benefit of the Nation;

3.1.6 training teachers and workers in ideals and practicing the true spirit of education and learning;

3.1.7 establishing research and training centres for the furtherance of education/learning in its various fields and branches;

3.1.8 bringing, publishing and selling, distributing books, periodicals, leaflets, brochures and papers and also opening and maintaining libraries, reading rooms for the promotion of the Objects of the Trust;



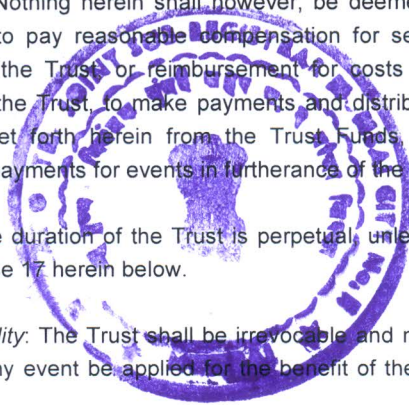
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- 3.1.9 functioning as a non-communal Trust and as a secular organization;
 - 3.1.10 acquiring and maintaining the movable and immovable properties for achieving the said Objects;
 - 3.1.11 advancing any other objects of general public utility;
 - 3.1.12 engaging in any other activity in furtherance of the Objects of the Trust as set out in this Clause 3 and in relation to all aspects of running and operating an educational institution.
- 3.2 Notwithstanding any other provisions of this Trust Deed and the Byelaws, the Trust shall not carry on any activities that are not permitted to be carried on by:
- 3.2.1 a charitable institution exempt from income tax under the provisions of the Indian Income Tax Act, 1961 ("ITA") or the corresponding provisions of any future Indian income tax law; or
 - 3.2.2 a trust, the contributions to which are deductible under the provisions of Section 80G of the ITA, being registered under the said Section 80G (or the corresponding provisions of any future Indian income tax law).
- 3.3 The Funds of the Trust shall be invested in the mode specified under the provisions of Section 13(1) (a) read with Section 11(5) of the ITA, and as amended from time to time.

4. TRUST & TRUST PROPERTY

- 4.1 *Application of Trust Property:* The properties and funds of the Trust shall be applied only for the purpose of the Trust and the due administration of its business affairs and properties provided, and not for any private benefit of the Settlor, Trustees, contributors, or any other persons who are not the intended beneficiaries, or any of them. No part of the Trust Property, shall inure to the benefit of, or be distributed to, the Settlor, Trustees, contributors or such other persons. Nothing herein shall however, be deemed to limit the power of the Trustees to pay reasonable compensation for services rendered to and on behalf of the Trust or reimbursement for costs and expenses incurred on behalf of the Trust, to make payments and distributions in furtherance of the Objects set forth herein from the Trust Funds, to make and receive any advance payments for events in furtherance of the Objects of the Trust.
- 4.2 *Term:* The duration of the Trust is perpetual, unless wound up in accordance with Clause 17 herein below.
- 4.3 *Irrevocability:* The Trust shall be irrevocable and no part of the Trust Property shall in any event be applied for the benefit of the Settlor. If, however, in any



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event and for any reason, the Trust fails, or is held invalid, or its Objects become impossible to perform, or the Trust is wound up in accordance with the provisions of this Trust Deed and the Byelaws, there shall be no resulting Trust in favour of the Settlor but the Trust may be merged with another Trust or non-profit organization having the same or similar objects as the original Objects of the Trust, failing which the Trust Property may be transferred to any other charitable organization in India, or applied for any other charitable purpose in India as may be determined by the Board of Trustees.

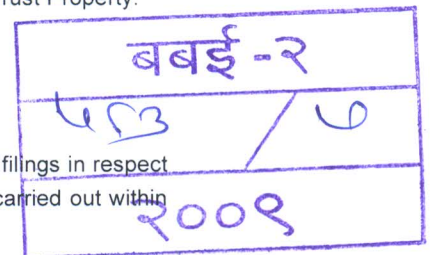
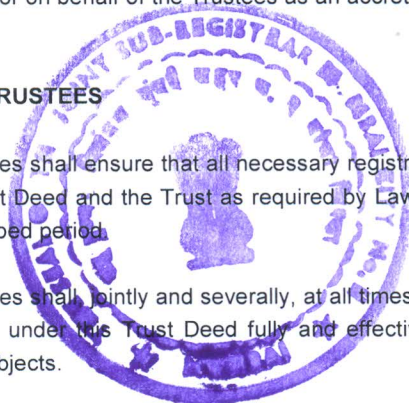
5. APPOINTMENT OF THE TRUSTEES

5.1 *Governing body:* The Board of Trustees is hereby appointed and the said Trustees hereby accept their appointment as Trustees on the terms and conditions mentioned herein and as may be in accordance with the Byelaws. The power to appoint a new, additional or successor Trustee vests in the Board of Trustees, whereby 2/3rd of the majority of such Board of Trustees or as near thereto as possible of the remaining Trustees shall appoint one or more new, additional or successor Trustee/s from time to time as it deems fit. The Board of Trustees for the time being will be at liberty to appoint additional Trustees for such period or on such terms as to retirement and re-appointment as the trustees for the time being consider proper. A person shall cease to be a Trustee either (i) if he without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or (ii) if he is requested to resign by 2/3rd majority of the Board of Trustees or as near thereto as possible of the remaining Trustees.

5.2 *Powers of the Trustees:* The Trustees shall perform all their duties in accordance with their powers, as listed in **Annexure I** hereto. The Trustees shall stand possessed of the Trust Property upon execution of this Trust Deed with, and subject to the power and provisions herein contained, the Trustees shall have the power at any time or times during the period / life of the Trust to accept any property (whether of an onerous nature or not) from any person by the provisions of any other trust or otherwise to the intent that the same shall be held by or on behalf of the Trustees as an accretion to the Trust Property.

6. DUTIES OF THE TRUSTEES

- 6.1 The Trustees shall ensure that all necessary registrations and filings in respect of the Trust Deed and the Trust as required by Law are duly carried out within the prescribed period.
- 6.2 The Trustees shall jointly and severally, at all times, discharge their duties and obligations under this Trust Deed fully and effectively, in such manner as to fulfill the Objects.

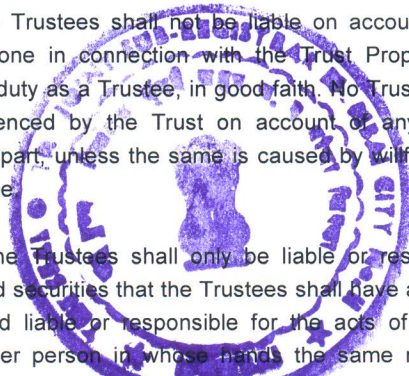


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- 6.3 The Trustees shall not indulge in any fraudulent or unlawful act and shall always act in good faith in the discharge of their duties under this Trust Deed.
- 6.4 The Trustees shall be responsible for the running and operation of the pre-schools, schools and colleges, building up the corpus, investing the Trust Funds or part thereof as permitted by Law, and ensuring the proper and judicious application of the disposable income of the Trust towards the fulfillment of the Objects of the Trust.
- 6.5 The Trustees shall ensure that all transactions are properly recorded and accounted for in proper books of account and are in accordance with the provisions of this Trust Deed. The Trustees shall give true and accurate accounts of all monies received and spent and all matters in respect thereof in course of management of the Trust Property or in relation to fulfilling the Objects of the Trust, as well as of all the assets and liabilities related to the Trust Property and shall ensure that the Trust accounts are properly audited.
- 6.6 The Trustees shall at all times exercise due diligence in carrying out their duties and protecting the interests of the Trust and in safeguarding the Trust Property, including, where necessary, insuring insurable Trust Property, providing adequate safety and security measures as may be required, etc.
- 6.7 The Trustees shall ensure that no part of the Trust Property shall inure to the personal benefit of the Settlor, Trustees, contributors or any other persons who are not the intended beneficiaries or any of them.
- 6.8 The Trustees shall be jointly and severally responsible for ensuring that any and all activities and operations of the Trust are in accordance with applicable Law.

7. LIABILITY OF THE TRUSTEES

- 7.1 *Good Faith:* The Trustees shall not be liable on account of any act done / omitted to be done in connection with the Trust Property or the Trust or execution of his duty as a Trustee, in good faith. No Trustee shall be liable for any loss experienced by the Trust on account of any bona fide error of judgment on his part, unless the same is caused by willful act or omission on part of the Trustee.
- 7.2 *Chargeability:* The Trustees shall only be liable or responsible for monies, stocks, funds and securities that the Trustees shall have actually received, and shall not be held liable or responsible for the acts of any banker, broker, custodian or other person in whose hands the same may be deposited or placed, or for the deficiency or insufficiency in the value of any investments of the Trust Property, or otherwise for any involuntary loss (except in cases of mala fide intention or negligence).



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7.3 *Indemnification:* The Trustees and every attorney and agent appointed by the Trustees shall be entitled to be indemnified for any loss or damage arising out of any act done / omitted to be done in good faith and without negligence, in connection with the Trust Property or the Trust or execution of their respective duties as a Trustee, attorney or agent as the case may be, out of the Trust Property to the extent of such loss or estimated value of such damage, as the case may be.

7.4 *No individual liability in dealing with Trust Property:* A Trustee shall not be required, in dealing with the Trust Property or in otherwise acting hereunder:

7.4.1 to enter into any individual contract or other individual obligation whatsoever,

7.4.2 nor to make himself/herself individually liable to pay or incur the payment of any damages, attorneys' fees, accountants' and auditors' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever on behalf of the Trust.

7.5 *No individual liability from legal title:* The Trustees shall have no individual liability or obligation whatsoever arising from their ownership of the legal title to the Trust Property, or with respect to any act done or omitted to be done or contract entered into or indebtedness incurred by them in dealing with the Trust Property or in otherwise acting hereunder (except in cases of mala fide intention or negligence). The payment and discharge of any liability or obligation arising in respect of the Trust Property shall be by application of such Trust Property that is in the actual possession of the Trustees.

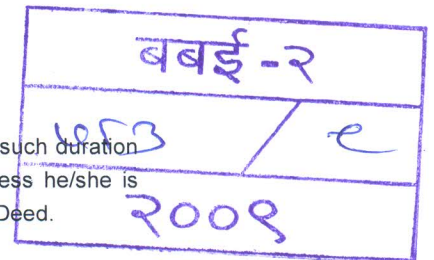
7.6 *No liability of one Trustee for acts, etc. of another Trustee:* No Trustee shall be liable for the act, omission, negligence or default of any other Trustee, or for any loss experienced by the Trust on account of any error of bona fide judgment on his part or for any other loss or damage whatsoever that may occur in relation to the execution of his duties as a Trustee or in relation thereto unless the same be caused by willful act or omission on the part of such Trustee.

8. **TERM & DISCHARGE OF THE TRUSTEES**

8.1 *Term of Trustees:* The Trustees shall hold office of the Trust for such duration as determined by the Board of Trustees from time to time, unless he/she is discharged earlier in accordance with the provisions of this Trust Deed.

8.2 *Discharge of Trustee:* Notwithstanding the provisions contained in Sub-Clause 8.1 above, a Trustee will cease to be Trustee:

8.2.1 when the Trustee tenders his / her resignation in writing; or



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8.2.2 from the date of dissolution and or winding up of the Trust in accordance with the provisions of Clause 17 herein below; or

8.2.3 when removed by the Board of Trustees; or

8.2.4 when the Trustee is ordered to be removed by order of a court of appropriate jurisdiction upon an application being made in that behalf under the provisions of applicable Law, and such cessation shall be effective from such date as may be indicated in the order or if no such date is indicated, from the date of the order, or

8.2.5 immediately upon the death of the Trustee.

8.3 Notwithstanding the above, except for the events described in Sub-Sub-Clauses 8.2.2, 8.2.3, 8.2.4 and 8.2.5 above, no Trustee shall be removed from office nor his / her resignation accepted unless the approval of 2/3rd majority of the Board of Trustees is taken.

8.4 Upon discharge, removal or in the event of resignation, the exiting Trustee ("Exiting Trustee") shall hand over any and all documents, files, etc., and copies thereof in any medium, and any other property of the Trust in his / her possession to the Board of Trustees or any other person as authorized by the Board of Trustees of the Trust, settle any outstanding dues and ensure a smooth handing-over of all matters handled by such Exiting Trustee to the successor Trustee, if any, or any other Trustee, as may be provided in the Byelaws.

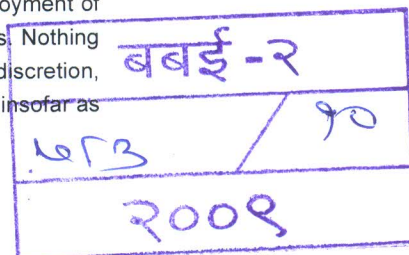
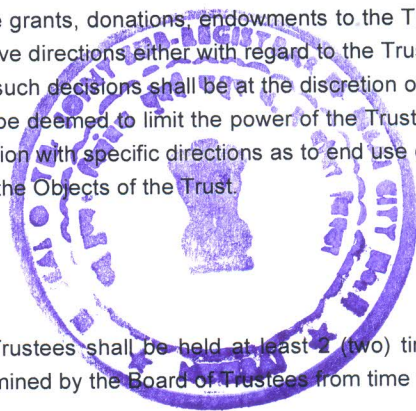
8.5 Any vacancy occurring due to the death, removal, retirement or resignation of a Trustee may be temporarily filled by appointment by the other Trustees till the appointment of the successor Trustee.

9. DECISIONS, ETC. OF THE TRUSTEES

The persons who make grants, donations, endowments to the Trust shall have no right to make decisions or give directions either with regard to the Trust or the deployment of the Trust Property. All such decisions shall be at the discretion of the Trustees. Nothing herein shall, however, be deemed to limit the power of the Trustees, at their discretion, to accept any Contribution with specific directions as to end use or otherwise, insofar as such directions further the Objects of the Trust.

10. MEETINGS

The meetings of the Trustees shall be held at least 2 (two) times in a year, at such times as may be determined by the Board of Trustees from time to time.



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11. ACCOUNTS & AUDITS

11.1 *Maintenance of proper accounts:* The Trustees shall cause proper accounts to be kept on record of the Trust Property and all additions and accretions thereto and the income thereof respectively, and the accumulation of such income and the application thereof from time to time, and shall further ensure that financial statements for the Trust are prepared in accordance with generally accepted accounting principles and practices as appropriate to the type of activities undertaken by the Trust.

11.2 *Financial statements:* The Trustees shall cause the financial statements to be prepared at the end of each financial year and provide the same to the persons who contribute to the Trust, upon the request of such contributors.

11.3 *Appointment of auditors and audit report:* Annually, the Trustees shall cause such financial statements to be audited and certified by one or more properly qualified auditor or auditors who shall be appointed by the Trustees on an annual basis. The report of the auditor/s shall state that based on its/their examination of the books of accounts, and other records maintained by the Trust:

11.3.1 the financial statements are free from material misstatements;

11.3.2 the Trust Property has been deployed in pursuit of the Objects, and

11.3.3 the financial statements give a true and fair account of the state of the operations of the Trust on the date of its/their examination.

11.4 *Availability of audit report:* The Trustees shall make the report of the auditors available for inspection to all contributors, upon a request made in this regard by such contributor/s to the Trustees, or to such authorized person/s as may be specified in this behalf by the Trustees.

11.5 *Stipulations by Income Tax authorities:* Notwithstanding anything contained herein above, the conditions, if any stipulated by the Income Tax authorities while granting exemptions/rebates relating to tax in respect of this Trust, shall prevail over the provisions of this Trust Deed and the same shall be treated as part and parcel of this Trust Deed.

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12. RIGHT TO REIMBURSEMENT OF EXPENSES, PROFESSIONAL FEES AND BUSINESS CHARGES

12.1 The Trustees shall be entitled to reimburse themselves from the Trust Funds all the costs, charges and expenses incurred by them in the course of or with regard to the execution of the Trust, and in the exercise of their powers under

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the Trust Deed, and to charge the Trust Property with such costs, charges and expenses including but not limited to the following:

12.1.1 All costs, charges and expenses of, and incidental to, the preparation and completion of this Trust Deed including the stamp duty and registration charges as well as the cost, charges and registration of the Trust under the relevant statutes governing public trusts and related documents, and such costs, charges and expenses incurred by the Trustees, or any person authorized in this behalf, in connection with the administration of the Trust. Such costs, charges and expenses shall be so defrayed and paid to the Trustee or Trustees, or any person or persons as the case may be, entitled to the same under the provisions of this Trust Deed.

12.1.2 All expenses properly incurred in the operation or execution of the Trust, including but not limited to annual audit fees payable in respect of the audit of the accounts of the Trust, any taxes payable by the Trustees in respect of the Trust Property, any fees paid to the professional advisor/s appointed, retained or engaged by the Trustees under this Trust Deed, and for the realization, preservation or benefit of the investments and assets comprising the Trust Property and any other expenses incurred towards upholding the Objects.

12.1.3 All expenses (including expenses incidental to execution of any agreement) incurred by the Trustees for collection of the Contributions.

12.1.4 All legal expenses in connection with any legal proceedings by or against the Trustees on behalf of the Trust, or concerning the affairs of the Trust, including professional fees of any legal advisor.

12.1.5 All expenses in connection with the holding of the meetings of the Trustees.

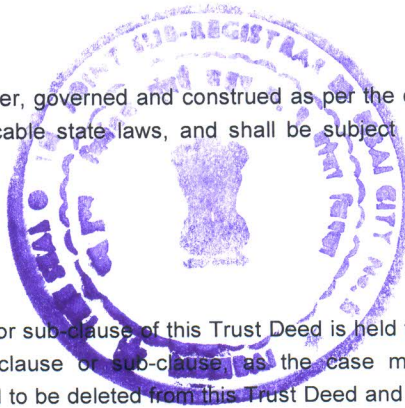
13. PROPER LAW

This Trust is established under, governed and construed as per the central laws of the Republic of India and applicable state laws, and shall be subject to any change or amendment thereto.

14. SEVERABILITY

In the event that any clause or sub-clause of this Trust Deed is held to be invalid under any applicable Law, such clause or sub-clause, as the case may be shall, with immediate effect, be deemed to be deleted from this Trust Deed and be severable from

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the remaining clauses and sub-clauses thereof and shall have no further force or effect from the date of such deemed deletion, and this Trust Deed with the remaining clauses and sub-clauses shall continue to subsist as if such clause or sub-clause had not originally been a part of this Trust Deed.

15. AMENDMENT OF TRUST DEED

15.1 This Trust Deed may be amended from time to time and at any time or times by written instrument or instruments signed by 2/3rd of the majority of the Trustees, provided that no amendment shall amend the Objects of the Trust nor shall any amendment authorize the Trustees to conduct the affairs of this Trust in any manner or for any purpose contrary to the Objects stated herein. Such amendment shall always be subject to the preservation of the original Objects of the Trust. All instruments amending this Trust Deed shall be noted upon and kept attached to the executed original of this Trust Deed held by the Trustees and shall constitute part of the entire Trust Deed. Provided that the manner in which the amendments to the Trust Deed are carried out shall be in accordance with Sub-Clause 16.2 herein below, and the provisions and procedure prescribed by Law, if any.

15.2 Any amendment to the Trust Deed would be in the form of a Deed of Amendment ("**Deed of Amendment**") duly executed by 2/3rd of the majority of the Trustees or the Trustee/s duly authorized by all the Trustees in this behalf.

16. WINDING UP OF THE TRUST

16.1 Notwithstanding Sub-Clause 4.2 herein above, in the event of failure of the Trust, or if the Trust is held invalid, or if its Objects become impossible to perform, or all the Trustees resign, or if in the opinion of the Trustees, the Trust is required to be wound up, or if the original purpose of the Trust is altered by order of the court and the Trust Property is required under such order to be applied *cy pres*, or if any other order of the court is passed under Section 92 of the Civil Procedure Code, 1908, to such extent as to render the Trust inoperative, the remaining Trustees shall wind up the Trust in accordance with the provisions of this Clause. If no Trustees exist, any other interested party may apply to the court for an order of winding up of the Trust and upon passing of such order, the Trust shall be wound up and the directions of the court with regard to the distribution of such Trust Property shall be followed by such applicant, or by any other person authorized by the court in this behalf.

16.2 Before any action is taken by the Trustees or any other person authorized by the court in this behalf as aforesaid, the Trustees or such authorized person shall ensure that all outstanding debts and obligations of the Trust have been fully discharged, the accounts are duly balanced and account books are updated and closed, and all necessary filings under any authority duly carried out. The Trustees or such authorized person shall thereafter wind up the Trust

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and distribute the remainder of the Trust Property in accordance with Sub-Clause 17.3 herein below.

16.3 Such of the Trust Property as may remain in the Trust at the time of the winding up of the Trust shall, unless otherwise ordered by the court, be distributed or transferred by the Trustees or such authorized person to another charitable not-for-profit organization in India with the same or similar objects as the original Objects of the Trust, failing which the Trust Property may be transferred to any other charitable organization which enjoys recognition under Section 80G of the ITA, as amended from time to time, provided that such transfer of the Trust Property to any other charitable organisation in India would be in compliance with the Laws in India, as may be applicable in relation to such transfer. Upon such transfer, any and all bank accounts in the name of the Trust shall be closed and all activity in the name of the Trust shall cease.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and year first hereinbefore appearing.

Signed and Delivered by

Name:

in his / her capacity as the Settlor

In the presence of GANESH VISWANATHAN

Witnesses

1. [Signature]
2. [Signature]

Signed and Delivered

by

GANESH VISWANATHAN

Name:

First Trustee

In the presence of

Witnesses

1. [Signature]
2. [Signature]

Signed and Delivered by

V. Ganesan



V. Ganesan

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VIKAS PHADNIS

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Name:
Second Trustee
In the presence of
Witnesses

1. *Handwritten signature*
2. *Handwritten signature*

Signed and Delivered by
PRAJODH RAJAN

Handwritten signature

Name:
Third Trustee
In the presence of
Witnesses

1. *Handwritten signature*
2. *Handwritten signature*

Signed and Delivered by
Govindrajan Jagannathan

Handwritten signature

Name:
Fourth Trustee
In the presence of
Witnesses

1. *Handwritten signature*
2. *Handwritten signature*

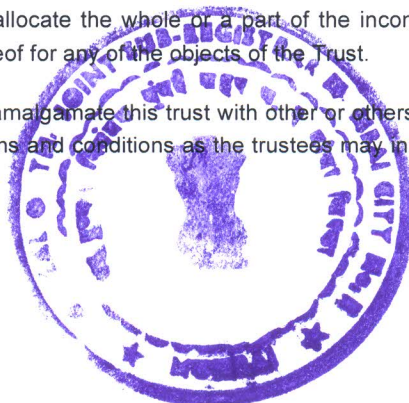
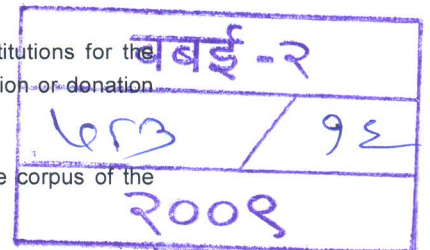


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That for the furtherance of the Objects of the trust, the Board of Trustees shall have the following powers;

- To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or trust, with or without conditions.
- To apply the whole or any part of the corpus of the Education Trust is approved investments for the purpose of carrying out of the objects of the Education Trust.

- c) To convert and deal with the Education Trust property and / or any investments for the time being.
- d) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund, subject to the proviso that the level of corpus fund does not go below 50% of the existing level which shall not be diminished further till it is restored to previous year level. In order to ensure uninterrupted income for carrying out the objects of the Education Trust.
- e) To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- f) To open account in the name of the Trust, and / or Institution run / conducted by the Trust with a bank or banks, to operate such account and to give instructions to the bank/s and to provide for opening and operation of such accounts by one or more of the Trustees or by an agent / attorney appointed by the Trustees.
- g) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- h) To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.
- i) To appoint or make provision for the appointment of any persons (including all or any of the Trustees and Managing Committee or administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.
- j) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and / or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- k) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- l) To set apart and / or allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the Trust.
- m) To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit,



particularly having regard to and in conformity with the objects and nature of this Education Trust.

- n) To give aid by way of donations out of the income or the corpus of that Trust Fund or otherwise, to different charitable institutions, societies, organisations or Trusts in India which may have been established or which may hereafter be established for the like charitable purpose mentioned in these presents or any of them to enable such institution, societies, organisations or Trustees to start maintain, or carry out such charitable object.
- o) To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the Trust and to discuss and negotiate with the Government departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- p) To take over or amalgamate with any other charitable trust, society, association, or institution with similar objects.
- q) To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other trust with this Education Trust.
- r) To 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.
- s) To transfer and handover the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the Society, Corporation, Institution, Trust or Organisation with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust Fund. The Trustees for the time being of these presents shall become discharged from the Trust hereof relating to Trust Funds so transferred.
- t) To delegate to the Managing Committee powers in connection with but not limited to looking after the operating incomes and expenditures of the Trust, donations, contributions received by the Trust, the fees to be charged to the students seeking admissions in the pre-schools, schools and colleges, and appointment of the teaching and non-teaching faculty of the pre-schools, schools and colleges.



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Annexure II
List of Members of the Board of Trustees

1. Mr. Ganesh Viswanathan
2. Mr. Vikas Phadnis
3. Mr. Prajodh Rajan
4. Mr. Govindrajan Jaganath



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EUROKIDS INTERNATIONAL PRIVATE LIMITED

Registered and Corporate Office :

Dani Corporate Park,
158, Vidyanagari Marg, Kalina,
Santacruz (E), Mumbai - 400 098.

Tel. + 91 22 6692 4700
Fax + 91 22 6692 4709

4th February 2009

To
The Joint Sub Registrar
Mumbai City II,
Old Customs House,
Near Central Library,
Fort,
Mumbai

Dear Sir,

We are enclosing herewith draft resolution relating to the nomination of the first Trustees of the Trust and an initial settlement amount to be made by the Company to the EuroSchool Education Trust.

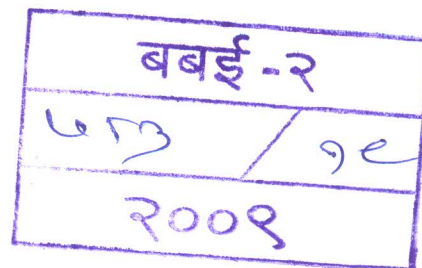
We trust the above is in order and request you to kindly arrange registration of our EuroSchool Education Trust.

Thanking you,

Yours faithfully,
For EuroKids International Limited

Ganesh Viswanathan
Director Finance & Company Secretary

Encl: a/a





THE PRE-SCHOOL SPECIALIST

EuroKids International Limited

Dani Corporate Park,
158 Vidyanagari Marg, Kalina
Santacruz (E), Mumbai – 400 098

Phone: +91 22 6692 4700

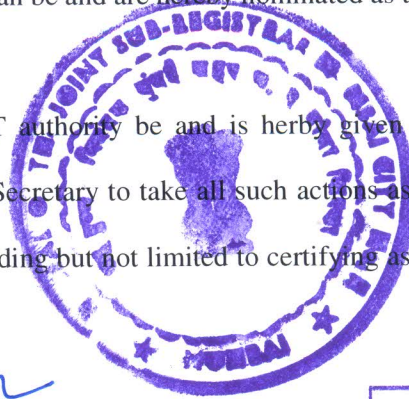
Fax: +91 22 6692 4709

DRAFT RESOLUTION

“RESOLVED THAT a public charitable Trust under the name and style of “EuroSchool Education Trust” be incorporated with the company as the Settlor making an initial settlement of Rs.10,000/- (Rupees Ten Thousand only) the object of the Trust being to operate EuroSchool including EuroKids Preschool programme and other educational and vocational programme in India.”

“RESOLVED FURTHER THAT Mr. Ganesh Viswanathan, Mr. Vikas Phadnis, Mr. Prajodh Rajan and Mr. Govind Jaganathan be and are hereby nominated as the first Trustees of the Trust”.

“RESOLVED LASTLY THAT authority be and is hereby given to Mr. Ganesh Viswanathan, Finance Director & Company Secretary to take all such actions as may be usual or necessary in connection with the Trust including but not limited to certifying as true a copy of the Trust Deed and Rule whenever required”.



CERTIFIED TRUE COPY

VGpawan
GANESH VISWANATHAN
CDIRECTOR)

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANIL VERMA
MUNI ANIL VERMA
05/01/1966
Permanent Account Number
AEFPV4723C

Signature



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Sans Serif



Kotak Mahindra Bank

Kotak Mahindra Bank

Valid for six months from date of issue

Valid for six months from date of issue

Pay

JOINT SUB REGISTRAR MUMBAI CITY II

Banker's Cheque

063112011072

Date

04-Feb-2009

or Order

One Thousand only

[Signature]
B 4156

[Signature]
B 4156

Rs.

1,000.00

for Kotak Mahindra Bank Ltd.

Kotak Mahindra Bank Ltd.
In G S Point Building, Opp. Mumbai University Campus,
CST Rd, Kalina Santacruz East Mumbai - 400098

Authorised Signatories

[Signature]
B 4156

⑈014049⑈ 400485010⑈

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दुय्यम निबंधक:

मुंबई शहर 2 (वरळी)

दस्त गोषवारा भाग-1

बबइ2

दस्त क्र 783/2009

28

783/2009

र: विश्वस्त व्यवस्था

प्राचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

विश्वनाथन
प्लॉट नं: सी201, प्रियमवधा, वैतरणा
मुं 80

लिहून घेणार
वय 42
सही



V. Gauran

68029 - 225858

फडणिस
प्लॉट नं: 402 यशवंत चितरंजन रोड,
मुं

लिहून घेणार
वय 44
सही



M. D. D.

68029 - 225852

राजन
प्लॉट नं: 1402ए, रुनवल हाईटस,
80

लिहून घेणार
वय 32
सही



M. D. D.

68029 - 225853

राजन जगन्नाथन
प्लॉट नं: इ/3, सरस्वती जरवन, लक्ष्मी सो,
80

लिहून घेणार
वय 34
सही



M. D. D.

68029 - 225854

फिडस इंटरनेशनल लि तर्फे संचालक श्री
विश्वनाथन
प्लॉट नं: 507, राजगोर चेंबर, 99 सुरत
दा बंदर, मस्जिद, मुं 09

लिहून देणार
वय 42
सही



V. Gauran



सह दुय्यम निबंधक

मुंबई शहर क्र. २. 1 OF 1

6/3/02

TRUST DEED

between

EuroKids International Limited

(Settlor)

and

Mr. Ganesh Viswanathan

and

Mr. Vikas Phadnis

and

Mr. Prajodh Rajan

and

Mr. Govindrajan Jaganath

(Trustees)

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12:20

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दस्त गोषवारा भाग - 2

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दस्त क्रमांक (783/2009)

दस्त क्र. [बबई2-783-2009] चा गोषवारा
बाजार मुल्य :1 मोबदला 10000 भरलेले मुद्रांक शुल्क : 500

पावती क्र.:783 दिनांक:04/02/2009
पावतीचे वर्णन
नांव: गणेश विश्वनाथन . .

दस्त हजर केल्याचा दिनांक :04/02/2009 05:45 PM
निष्पादनाचा दिनांक : 04/02/2009
दस्त हजर करणा-याची सही :

Bhavan

1000 :नोंदणी फी
500 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

1500: एकूण

[Signature]

दु. निबंधकाची सही, मुंबई शहर 2 (वरळी)

दस्ताचा प्रकार :61) विश्वस्त व्यवस्था
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/02/2009 05:45 PM
शिक्का क्र. 2 ची वेळ : (फी) 04/02/2009 05:51 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 04/02/2009 05:54 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 04/02/2009 05:54 PM

दस्त नोंद केल्याचा दिनांक : 04/02/2009 05:54 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) अनिल . वर्मा ,घर/फ्लॅट नं: .
गल्ली/रस्ता: विणा नगर, मुं 80

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) चिराग. पासड ,घर/फ्लॅट नं: 2पराग, गणेश गवाडे रोड, मुलुंड, मुं 80

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

Chirag n. Pasad



[Signature]

दु. निबंधकाची सही
मुंबई शहर 2 (वरळी)



प्रमाणित करणेत येते की,
दस्तामध्ये एकूण.....पाने आहेत
पुस्तकक्रमांक १, बबई-२/७९३...../२००९
नोंदला ०४/०२/२००९
दिनांक

सह. दुय्यम निबंधक मुंबई शहर-२
अपीलाची सुनावणी करण्या खेरीज
निबंधकाचे सर्व अधिकार असलेला