

TRUST-DEED OF GAUTAM BUDH HEALTH CARE FOUNDATION

This trust is declared on this the 2nd day of August' 2001 by Sh. Dr. V. S. Chauhan ,S/O Sh. Shiv Charan Singh Aged, about 43 Yrs, R/O C-1, Sector-12, Noida, Distt. G.B. Nagar ,unless repugnant to the context, (his heirs, successors, executors, legal representatives and assigns.)

Whereas the Settler above named is absolute owner of a sum of Rs.11,000/- (Rs. Eleven Thousand Only)

And whereas the Settler Voluntarily decided to set up a Charitable Trust for the objects specified hereinafter and has handed over the said sum of Rs.11000/-(Rs. Eleven Thousand Only) unto the hands of the trustees named herein below to hold the same for the charitable purposes subject to the powers and provisions declared hereby and confirmed.

The Trustees shall be:

- Sh. Dr. Vijay Singh Chauhan S/O Sh. Shiv Charan Singh Aged, about 43 Yrs., R/O C-1,Sector-12, Noida, Distt. G.B.Nagar.
- Mrs. Sangeeta Chauhan W/O Sh. V.S. Chauhan, Aged about 41 Yrs R/o C-1, Sector-12, Noida, Distt. G.B. Nagar

All of them herein after referred to as the Trustees (Which expression shall, unless repugnant to the context be deemed to include the present Trustees and their successors in office for the time being or their agents and assigns.)

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Trust Deed 11,000 (290 - ap 40 за № ябо дет के 570 वीच एपाठ न्या है। असमिश्री प्राप्त न्या है। विवासी ८ - । निर्मा १९ निर्मा प्र विनांक वादरी जिला गीतन वुद्ध नगर वे बाव र दिन के प्रतुत किया। किट्टा चर्चि ॥ बोदबा 30/8/200/ अवपन का निर्म के जा व समझकर तथी अग्ल कर हानि III बोर्खा 3018/2001



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The Trustees above named have agreed to be the Trustees and hold and apply the said sum of Rs.11000/-(Rs. ElevenThousand Only) and all gifts, contributions, donations, accretions and additions there to which they will receive and posses for and in the name of the Trust or on its behalf, for the fulfillment of the objects of the Trust given hereunder.

The Settler absolutely and irrevocably makes over and has paid the said sum of Rs.11000/-(Rs. Eleven Thousand Only) in cash unto the Trust unmistakenly announcing his intention to hereby dedicate and donate the said sum of Rs.11000/-(Rs. Eleven Thousand Only) irrevocably and absolutely for the objects and purpose of the said public Charitable Trust, the delivery of which has been accepted by the Trustees to carry out the objects and purpose as specified hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1.0 That the Settler is the absolute owner of a sum of Rs.11000/-(Rs. Eleven Thousand only) and hereby conveys, transfers and grants unto the hands of the Trustees named herein above to hold the same for the said trust to carry out the objects and purposes and for wishes of the Settler according to the direction herein below:
- 2.0 That the name of the Trust be Gautam Budh Health Care Foundation
- 3.0 That the Head office of the trust shall be situated at C-1, Sector-12, Noida. The trustees shall be at liberty to transfer the office or may open branch or branches at any place and/or places within the territories of India at their mutual decision from time to time.

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- 4.0 OBJECTS OF THE TRUST:
- 4.1 Medical Relief ,Education and Training :
- (a) Setting up and /or hiring and / or maintenance and support of Medical College, Hospitals or dispensaries or other Medical Institutions and numing them of granting subscriptions and donations to Hospitals and dispensaries, convalescent homes, asylums, and other public institutions for administering Medical relief to the needy persons.
- (b) Setting up and /or hiring and /or maintenance/ administration and support of Medical College, hospitals and dispensaries and Institute for imparting education/training to the students for rehabilitation to physically/ mentally handicapped /hearing impaired & visually handicapped person and to impart training for physically/ mentally handicapped persons for their rehabilitation and appoint nurses, and other staff.
- (c) Endowments to and help or support to Medical College, hospitals, maternity homes, sanatoriums and dispensaries and homes for elderly people.
- 4.2 Advancement, promotion and spread of education, science, art, literature and the establishment, maintenance and support of colleges, schools, educational institutions, hostels, libraries, reading rooms or other educational institutions, providing grants, aid (financial of otherwise), donations, loans, scholarships, fees and prizes.
- 4.3 Establishment run, and /or acquisition and maintenance and/or affiliation or collaboration with universities and/or support Schools, /Colleges, seminary, studycenters, universities and other Institution for imparting and training of students in various streams including Management Studies.

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- 4.4 grant of endowment at universities, research institution and other educational and scientific institutions for spread of education and knowledge in all or any branches of knowledge.
- 4.5 Establishment and maintenance of students hostels lodging and boarding houses, hotels, resorts, for impairing knowledge and training of students upon such terms and for such periods in each case as the Managing Committee may think fit.
- 4.6 Establishment and support of professorships, fellowships , lectureships, scholarships and prizes at schools, colleges or other educational institutions.
- 4.7 Establishment, maintenance and support of libraries, museums and reading rooms for advancement of education and knowledge in general.
- 4.8 the creation maintenance, supply of or support of garden gymnasiums physical culture centers, sport centers, resorts and other means of recreation for advancement of sports, health and hygiene.
- 4.9 to provide financial assistance to any trust, society, association, or body having aims and objects similar to those of the society.
- 4.10 to purchase, take on lease or otherwise acquire and to sell, give on lease, exchange or otherwise transfer any moveable or immovable property of the Trust.
- 4.11 to accept donations, subscriptions, grants, financial assistance in the form of cash or securities of any kind.
- 4.12 to publish books, magazines and periodicals, etc.

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- to establish, maintain, assist, encourage and /or other supports to institutions, funds, trust or person for promoting research work.
- Relief to the poor including grants and aids (financial or otherwise) to persons stricken with calamities such as earthquakes, floods ,droughts, famines, fire, riots or otherwise.
- Relief and help to the aged, blind, lame, deaf, dumb, orphans and persons otherwise disabled or incapable of earning their livelihood or any one or more of them by grants and aids (financial or otherwise) and/or maintenance, establishment and support of institutions and homes for the benefit of such persons.
- To arrange, undertake, support others for organising conference, lectures, discourses for imparting knowledge among massess for material and spiritual upliftment of the
- To establish, maintain, support and/or promote physical, cultural education through clubs, societies and Vyayamsala, Akharas and/or any organisation engaged in work of promotion of sports, games, athletics etc.
- To promote, supervise, regulate, encourage and organise in India the games of cricket, hockey, football, tennis or such other games and sports.
- To sponsor, arrange & organise tournaments and cultural activities and/or offer/distribute prizes, trophies, scholar-ship to the outstanding sports persons. Contdp/6

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- To contribute/donate any sum for holding tournaments or the tournaments held by 4.20 any other recognised trust/society and Govt. authority.
- To maintain ,establish and/or construct the playground stadium(s) etc. for the use of 4,21 general public and promotion of sports.
- To construct, maintain equip and start Medical institution(s), Hospital or other institution of similar nature including mobile clinical van anywhere in India and to provide, establish ,endow, furnish and fit up with all necessary equipments/instruments, furniture and for the reception and treatment of person suffering from illness and /or accident or for the reception and treatment of person during convalescence or of person requiring medical attention or rehabilitation and in which they may remain for such period and on which terms and condition as the trustee may prescribed or in which they may be advised or treated about pateints,to provide accommodation for the reception and treatment and care all such patients and to provide facilities of medical, surgical and maternity attendance, nursing, funds, medicines and all such things and appliances of medical, dietetic and sanitary character.
- To manage, maintain and or grant aid to hospital or institutions generally for providing medical relief to people in India.
- For the aid of objects specified as above, to provide for educate and train medical students and nurses and manage suitable education(s) for the purpose.

Provided :-

that none of the objects of this trust shall at any time involve carrying on of any (i) activity for profit;

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- that the income or the assets of the trust fund shall not be applied or transferred in (ii) whole or in part for any purpose other than charitable and /or religious purpose.
- that the income or assets of the trust shall not be applied or used for the benefit of the (iii) author of the trust, or any person who makes substantial contribution or donations to the trust or any trustee or manager of this Trust

THE TRUSTEES SHALL HAVE THE POWER. 5.0

- The trustees shall keep the Trust Fund of such portion thereof as they may in their absolute discretion think fit and proper invested in such undertakings, shares, stocks, securities and debentures of any joint stock companies or acquisition or construction of any movable or immovable property and /or in the purchases and acquisition of mortgage of any movable and immovable properties and to alter, vary, sell or transfer such investments, properties from time to time as the trustees shall in their discretion
- The trustees may in the interest of the trust raise or borrow money required for the objects of the Trust with or without any security and may mortgage or pledge or hypothecate the trust properties and other assets or any part thereof with or without such rate of interest and on such terms and conditions as they may think fit in the interest of the Trust.
- The trustees may give on rent or hire or mortgage, demise the immovable/movable 5.3 property or properties for the time being and from time to time belonging to the trust on such terms or by other way with or at such terms and conditions as they may think proper and also accept or surrender leases and tenancies and generally to manage the same in such manner as they may think proper.

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- 5.4 To apply the whole or part of the income or accumulation thereof or whole or part of the corpus of the Trust Fund for one or more of the objects of the Trust as the Trustees may determine from time to time.
- 5.5 That the trustees are authorised to give guarantee of all the assets and property of the Trust Fund including the bank Guarantee and security to the deserving person(s), firm(s), institution(s), Trust(s), and/or similar entities or body as the trustees may decide on such terms and conditions from time to time. The Trustees shall not be personally liable for such guarantee or the security otherwise than for willful negligence.
- 5.6 The Trustees may at any time receive or accept with or without invitation any assignment, contribution or donation of all nature in cash or in kind from the Settler or any member of his family or from the Trustees or from any member of the public or from any firm, company, institutions including charitable institution, family or other trust or association or other entities or body for all or any of the objects and proposes of the trust without any condition or on such conditions as they deem fit.
- 5.7 To open accounts whether current, fixed safe-custody overdraft and saving or of any other types of account in the name of the Trust with any Bank or Banks, Post Office or other institutions of any nature and to operate the same jointly or severally or otherwise or by appointing any authorised signatory or agent as Trustees at their discretion think fit and proper.
- 5.8 It shall be lawful for the Trustees to settle, adjust, compromise or compound any action, suit or proceedings, differences or demand relating to the Trust fund and /or properties of any nature as they may think proper and to refer any such differences or demand relating to the Trust fund and/or properties of any nature as they may think

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- 6.1 Any of the trustees of the trust may be appointed as Managing Trustee with such power or powers and with such period or periods as the trustees may decide from time to time and such Managing Trustee may delegate in writing or allot any of his or her powers under these presents to his /her co-trustees or nominees will be entitled to exercise such power or powers in the same manner as the trustees himself or herself could do personally. But non of the Trustees or managing trustee shall be entitled to receive remuneration.
- 6.2 All matters will be decided by majority and in case of equality or votes, the managing trustee shall have a casting vote and two trustees shall elect among themselves a Chairman of the Meeting and Chairman of the Meeting shall have a casting vote.
- 6.3 Resolution passed without any meeting of the trustees and under the hands of majority to the trustees shall be as valid and effectual to be resolution duly passed at meeting of the trustees.
- 6.4 Every trustee will be at liberty to resign on giving notice of his /her intention to do so. If any trustee either original or substitutes dies or is out for continuous period of one year from India or leaves India for the purpose of residing abroad or is declared as insolvent or desires to be discharged from the Trust or retires or becomes, in the opinion of principal Civil Court or Original jurisdiction unfit or personally incapable to act in the trust or accepts and does acts inconsistent with the affairs of the Trust, he shall cease to be a trustee of these presents and surviving trustees shall appoint a insolvent/incapable trustee.
- 7.0 Upon over new appointment of trustee or trustee or as aforesaid, the trust property for the time being vested in the heirs, executors and administrators or any trustee or trustee shall with all convenient dispatch be transferred so that the same may be legally or effectually vest in such new trustee or trustees with the continuing or surviving trustee or trustees so appointed as aforesaid who may as well before as after such transfer of the trust property as aforesaid act and assist in the exercises of all or any of the trustee's powers under these presents as fully and effectually as if he or they had been originally appointed.
- 8.0 The trustees for the time being of these presents shall be respectively chargeable only for such property ,money, funds or securities as they shall actually receive not withstanding their respectively signing any receipt for the sake of conformity and shall respectively be answerable and responsible for their own acts, receipts, commission, neglect and defaults and not for those of each other not for any banker, auctioneer or other person with whom or into whose hands the trust money or securities shall be deposited or come nor for the insufficiency of title or deficiency in value of any investment nor for any loss unless the same shall happen through their own willful default respectively.

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- 9.0 It shall be lawful for the trustees from time to time to frame such rules and regulations for the management and administration of the trust under these presents as they shall think fit and to alter or vary the same from time to time. The trustees can transfer the management of any institution or institutions, establishment run or maintained by the trust to any person or committee or sub-committee consisting of such persons whether members or their body or not as they may think fit and appoint such committee or sub-committee for the management or the said institution(s) and may delegate any of their powers to such committee or sub-committee and may frame rules relating thereto from time to time as they shall think fit.
- 10.0 The trustee or trustees for the time being of these presents shall be at liberty to amalgamate any other trust with or to make over and transfer to any other trust, society, body or institution having public charitable objects or similar to those mentioned herein all or any one of the objects the trust fund or such part/parts thereof as shall for the time being remain in the hands of the trustee or trustees for the time being of the investments representing the same upon and subject to the terms and conditions that the same or the income thereof shall be spent and supplied for all or any of that trust aforesaid.
- 11.0 The all of the trustees by a mutual consent/ resolution in writing can appoint any trustee or trustees and /or discharge any of the trustee or trustees after assigning suitable reason.
- 12.0 The yearly account of the trust shall be made up to such date each year as shall be decided in the first year by the trustees under a resolution. The trustees will be at liberty to change the year ending as and when they deem fit.
- 13.0 The trustees may, if so decided unanimously, dissolve the trust and transfer the trust and/or such part or portion thereof as shall for the time being remain in the hands of trustee or trustees or the investments for the time being representing the same, upon the Government or any other persons for pursuing the objects specified but no part of the trust fund shall be transferred to the settler or any of the Trustees at any time or under any condition, upon dissolution.

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IN WITNESS WHEREOF the parties have hereunto set and subscribed there respective hands the day, month and year first above written.

SIGNED AND DELIVERED BY,THE SETTLER IN THE

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SIGNED AND DELIVERED BY

THE TRUSTEES IN THE PRESENCE OF:

B.M. Agrawal 8/0 B.m. tr. Ar Bausal B. 20 2017-16

2 (Amodeon Kum) Sto St. J. F. Jadan B 57/26 Nov DNA TRUSTEES

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3710370-31106119/200 मारत सरकार (वित्त-मंगालय) र्णालय आयकर आयुक्त धेया में, विषय: आयकर अधिनियम की धारा ५०-जी के अधीन फर-मुक्ति प्रमाण-पत्र उपयुं का विषय पूर क्षिनांक "4-12-2007" की आपकी पाचिका के संदर्भ में आपको विषत किया जाता है कि जी तम बुध हिल्म के यर प्राय-डेसन नीयडा - 201301 की विया गयी. संवान आयुक्तर अविनियम १८६१ की घारा ८०-जी के अन्तर्गत दागशाता के पक्ष में गर-भुनित के लिये दिनांक 05-12-200/ "से "त्य-12-2006 तक की अविश् के लिए तहा है। (दिग्विजय कुमार) **आयकर आयुक्त** गाजियाबाद दानदाता को जारी की जाने पाली रसीद में इस आदेग की संख्या और दिनांक लिखा होना पाहिंगे और स्पन्ट रूप से पार् भी लिखें कि यह प्राण-पत्र केवल दिनांग 05-12-200/ से 04-12-2006 तक की अवधि के लिये वैध है। २.. प्राप्तियों बीर सची के हिसाब का पाप्ति निवरण आयकर अधिकारी के पास अवश्य प्रस्तुत करें। यदि इस कर मुन्ति के प्रमाण-पत्र का नवीकरण करवाना हो तो अपने आयकर अधिकारी के माध्यम से बावेदन करें। थायेदन निर्धारित फार्म १० जी में घरकर संलग्नकों सहित तीन प्रतियों में प्रस्तुत करें। आवेदन के साथ वापिक प्राध्तियों और खर्ची का पूर्ण विवरण ओर यदि नियमों या विनियमों में कोई परिवर्तन/संशोधन किये गये हों तो उसको सूचना भी अवश्य संलग्न करें। सम मंद्रमा जीर दिनांक नि 2 -04-2002 प्रतिसिपि प्रेषित:-१ सा आपमर उपियन सी का नी मा की मूचनार्थ एवं अनियम कार्रयाई हेतु । इस करे मुँक्ति नमाण-पत्र के नवीकरण के लिए यदि कोई अनुवर्ती आवेदन

उन्हें प्राप्त हो तो उसे अपनी रिपोर्ट सहित अपने दाः जिन्ह उन्हा जाहि के माह्मम से आवेदन पाने

को सूचनार्थ एव अवश्यक कार्यवाई हेत्।

(एम॰,पी॰ शमी)

के १४ दिनों के भीतर इस कार्यात्वय को भेजना मुनिश्मिन करें।

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मो०नं० 58(64)/कर मुक्ति/आ०आ०-गाजियाबाद/2006-07/

दिनांक- 23.05.2007.

भारत सरकार

(वित्त मंत्रालय)

कार्यालय आयकर आयुक्त,

सी०जी०ओ० काम्पलेक्स-1, हापुड रोडं,

गाजियाबाद ।

रोवा में,

गौतम बुद्व हैल्थ केयर फाउन्डेशन, सी०-1, सैक्टर-12, नोयडा ।

विषय : आयकर अधिनियम की धारा ८०-जी० के अधीन कर-मुक्ति प्रमाण-पत्र का नवीनीकरण

ज्ञातव्य है कि उपर्युक्त संस्था को आयकर आयुक्त, मेरठ ने अपने दिनांक 22.04.2002 के आदेश संख्या सीठनं० 58(47)/कर मुक्ति/आ०आ०-गा०बाद/2001-02/4241 द्वारा दिनाक 05-12-2001 से दिनाक 04-12-2006 तक की अवधि के लिए आयकर अधिनियम 1961 की धारा 80-जी के अन्तिगत कर मुक्ति का प्रमाण-पत्र दिया था। अब उक्त प्रमाण-पत्र द्वारा धारा 80-जी० के अन्तगत प्रदान की गई कर-मुक्ति को दिनाक 01.01.2007 से दिनाक 31.12.2010 तक के लिए एतद्द्वारा निम्नलिखित शर्ती पर नवीनीकृत किया जाता है : -

आदेश संख्या सी०नं० 58(47)/कर मुक्ति/आ०आ०-गा०बाद/2001-02/424 दिनाक 22.04.2002 में

वर्णित सभी शर्तों के अनुपालन को सुनिश्चित किया जाए।

संस्था/न्यास के उद्देश्यों, नियमों व संविधान में होने वाले किसी भी संशोधन या परिवर्तन की सूचना इस

कार्यालय को परिवर्तन/संशोधन की तिथि से एक सप्ताह के भीतर दी जाए।

आय-व्यय के लेखे संम्बन्धित सहायक आयकर आयुक्त/उप-आयकर आयुक्त/अपर आयकर आयुक्त के

क्कि प्रान्ति विक्रियस्तुत की जाए।

आयकर आयुक्त, गाजियाबाद।

मेम्संख्या है दिनाक 23.05.2007.

यकर आयुक्त, रेंज-नोयडा, नोयडा को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

आयंकर अधिकारी ।तकनीकी। कृते आयुक्त, गाजियाबाद।



भारत सरकार

(वित्त-मंत्रालय)

सी जी और कारपत्तिस आयकर आयुक्त

विषय : आयकर अधिनियम 1961 की घारा 12-कक में निबन्धन हेतु

दिनांक 02-08 - 2001 को न्यास/संस्था ज्ञापन द्वारा गठित उपर्युक्त न्यास/संस्था ने आयकर अधिनियम

1961 की दारा 12-कक के अन्तर्गत नियाति कार्म में एंडीकरण हेतु आवेदन नियारित समय के भीतर दिया है। इसलिए निबन्धन आयकर अधिनियम 1961 की धारा 12-कक के अन्तर्गत स्वीकृत किया जाता है।

आवेदन की प्रविष्टि कार्यालय में रखे गये धारा 12-कक के आवेदन रिजस्टर में क्रम संख्या 59/ ि कि जिल्ह है।



दिग्वजय कुमार) आयकर आयुक्त गाजियाबाद

- कृपया यह बतायें कि न्यास / संस्था आयक्ररदाता की सूची में है? यदि ऐसा है तो कृपया पूर्ण विवरण के साथ स्थाई लेखा संख्या भी बतायें।
- आयकर अधिकारी/सहायक आयकर आगुक्तं/ उपायुक्तं आयकर/ब्रार्ड/सर्किल -- 2157 इस आशय के साथ कि न्यास / संरथा से लेखा विवरण, संगठन के विलेख / स्मृति—पत्र की प्रति आदि आवश्यक कार्यवाही के लिये संलग्न है।
- अपर / संयुक्त आयकर आयुक्त रेज ··· को सूचना एवं आवश्यकं कार्यवाही हेतु।

(एम॰ पी॰ शर्मा)

ऑयकर अधिकारी ((तकमीकी)

कृतिय समयकार साधुसरिकाम एका 21/व