



उत्तर प्रदेश UTTAR PRADESH



TRUST DEED

THIS INDENTURE OF TRUST executed on this 31st day of July-2014
BY Bhagat Singh, son of Rampal Singh, aged 46 year, residing at D-1/114 Shiv Durga Vihaar Faridabad (Haryana) (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**.

IN FAVOR OF

1. Sh. Saroj Kumar son of Sh. Jainath Chandra Vishwakarma, aged 40 year 509-Dhruv Apartment Sector-46-Faridabad (Haryana).
2. Arun Kumar son of Sh. Chain Singh Verma, aged 48 year, residing at -6-Mustafabad Muzaffarnagar (Uttar Pradesh)

(hereinafter referred to as **THE MANAGING TRUSTEES** which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**.





उत्तर प्रदेश UTTAR PRADESH

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WHEREAS THE SETTLOR above named has been desirous of creating and establishing a spiritual, educational and a charitable Trust.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs. 2100/- (Rupees Two Thousand One Hundred only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder,

in favor of the MANAGING TRUSTEES upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of undertaking educational charitable and religious activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, 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 of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS

- 1) The SETTLOR above named hereby establishes a Public Charitable Trust by the name of JAN KALYAN TRUST for the purpose and upon the conditions set forth hereunder
- 2) The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- 3) The SETTLOR hereby conveys, transfers and assigns to the MANAGING TRUSTEES the above referred sum of Rs. 2100/- (Rupees Two Thousand One Hundred only) as corpus to the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge.
- 4) The SETTLOR of the Trust hereby conveys, transfers, assigns to the MANAGING 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.
- 5) The office of the Trust for the time being shall be at 24 Green Estate-Phase-2 (A to Z Road) M. T. Nagar, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.

R. S.

S. S.

A. S.

नरुतल

Year : 2,014

Book No. : 4

Registration No. 177

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अरुणसलह सलह
डलक-1/114 सलह दुगल वलहलर करीदलदलद हरलरुतल
वुतलर



0102 सरुतुल कुतलर
अरुनलध वलनुदल वलरुशुकरुतल
दुतु अरुणलडुडुनुतु सरुकरुतु 46 करीदलदलद हरलरुतल
वुतलर



0103 अरुण कुतलर
दुतु सलह दुतुल
मुजफ्फलदलद शहर नुडुनगर
वुतलर



- 6) The MANAGING 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 property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the MANAGING 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 and subject to the provisions and conditions hereinafter contained in these presents.

L. OBJECTS:

The objects of the Trust are:

1. Construction and running of Schools, colleges, education institutions, free dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public.
2. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
3. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
4. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
5. Providing financial assistance for performing annadhanam and feeding the poor directly and through other institutions.
6. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
7. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions. However, the Trust shall not undertake any religious activities.
8. Providing for or contributing to education and scientific research and development.

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दिनांक 28/7/14
पंजीयन क्रमांक 222
दिनांक 30/7/14

तहसील सदर, मुजफ्फरनगर जिला 30
मार्च 2014

ने नियोजन स्वीकार किया।
जिले के पंचायत श्री राजनीश कुमार
मुख्य श्री राजनीश सिंह
पंच श्री कुंभ
निवासी जामाईकी जिला मुजफ्फरनगर
प श्री दिनेश रोहिला
पुत्र श्री
पति दरसायन लखक
निवासी तहसील सदर शहर मुजफ्फरनगर
न श्री



रजिस्ट्रार अधिकारी के हस्ताक्षर

राजेश शर्मा [अनुपम माहेश्वरी नि0लि0]
उपनिबन्धक प्रथम
मुजफ्फरनगर
31/7/2014



- 9. Providing relief to the poor and advancing any other object of general public utility.
- 10. Work for Green Environment, Organic Farming, Work against Animal Killing, Opening Center for Ayurvedic Medicines and Naturopathy, Yoga and Teaching and Working about Disaster Management.
- 11. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.
- 12. No activities of the Trust will be carried out outside India.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of

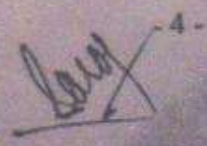
- 1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
- 2. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
- 3. All 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 Managing 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.

IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a Board of Trustees consisting of the settler and two other trustee. These three trustee will be called as Managing Trustee. These three trustees will hold office for their life time and will be treated as permanent members. The other six trustees will be elected after every two year.



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शिव दुर्गा प्रति मुद्रा पोषा अथ जगधर

2,100.00
श्री श्री भगत सिंह
श्री श्री रामपाल सिंह



निदेशाधिकारी के हस्ताक्षर

श. रमेश शर्मा (अनुप) नाहेश्वरी नि0लि0
एवमिदनाथ प्रथम
मुजफ्फरनगर
24/7/2014

निवासी डी0-1/114 शिव दुर्गा विहार फरीदाबाद हरियाणा
दिनांक 24/7/2014
समय 3:47PM

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निवासी डी0-1/114 शिव दुर्गा विहार फरीदाबाद हरियाणा

श्री भगत सिंह
पुत्र श्री रामपाल सिंह
पेशा व्यापार
निवासी डी0-1/114 शिव दुर्गा विहार फरीदाबाद
हरियाणा

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श्री सरोज कुमार
पुत्र श्री जयनाथ चन्द्रा विश्वकर्मा
पेशा व्यापार
निवासी ध्रुव अपार्टमेंट सेक्टर 46 फरीदाबाद
हरियाणा

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श्री अरुण कुमार
पुत्र श्री चैन सिंह वर्मा
पेशा व्यापार
निवासी मुरतफाबाद राहर मु0नगर

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After the demise or relinquishment of office of any of the Managing Trustee or the remaining two trustees shall hold the power of the Trust.

The Permanent members of the Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

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

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not Permanent Managing Trustee shall hold office for a period of two year from their date of appointment by the Trustees. At the end of this 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 Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of Trustees shall have power to:

1. To administer 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 property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.

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For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of Vice President, Secretary and Treasurer. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

a) MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is 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. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

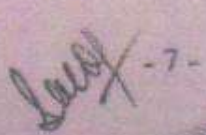
b) VICE PRESIDENT:


The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

c) SECRETARY:

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.



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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 replies 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 properties 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.

d) TREASURER:

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees 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 Trust and prepare monthly and yearly statements of 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, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

VI. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Vice President to be the Chairman of such meetings. In the event the Managing Trustee or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the 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 Trustee 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 conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.









XV. THIS TRUST IS DECLARED IRREVOCABLE:

XVI. 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 left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

SCHEDULE

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

1. Cash contribution to the Corpus Fund of the Trust of Rupees is 2100/- (Rupees Two Thousand One Hundred only)

(There is no any other Movable or immovable Property in the name of Trust at the time of registration of this deed)

IN WITNESS WHEREOF THE SETTLER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF SETTLOR

SIGNATURE OF FIRST TRUSTEES

Witnesses of :-

Handwritten witness names in Hindi:
 1. सत्यजित कुमार शर्मा
 2. अशोक कुमार शर्मा
 3. अशोक कुमार शर्मा
 4. अशोक कुमार शर्मा



Attested By: **SANJEEV KUMAR RAUT**

Advocate

Ansari Road-Muzaffarnagar

Handwritten signature of a trustee and a blue circular stamp with text in Hindi. The stamp includes the name of the trust and its address.

आज दिनांक 31/07/2014 को

वही सं. 4 जिल्द सं. 157

पृष्ठ सं. 19 से 50 पर क्रमांक 177

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश शर्मा [अनुषम माहेश्वरी नि०लि०]

31/7/2014

