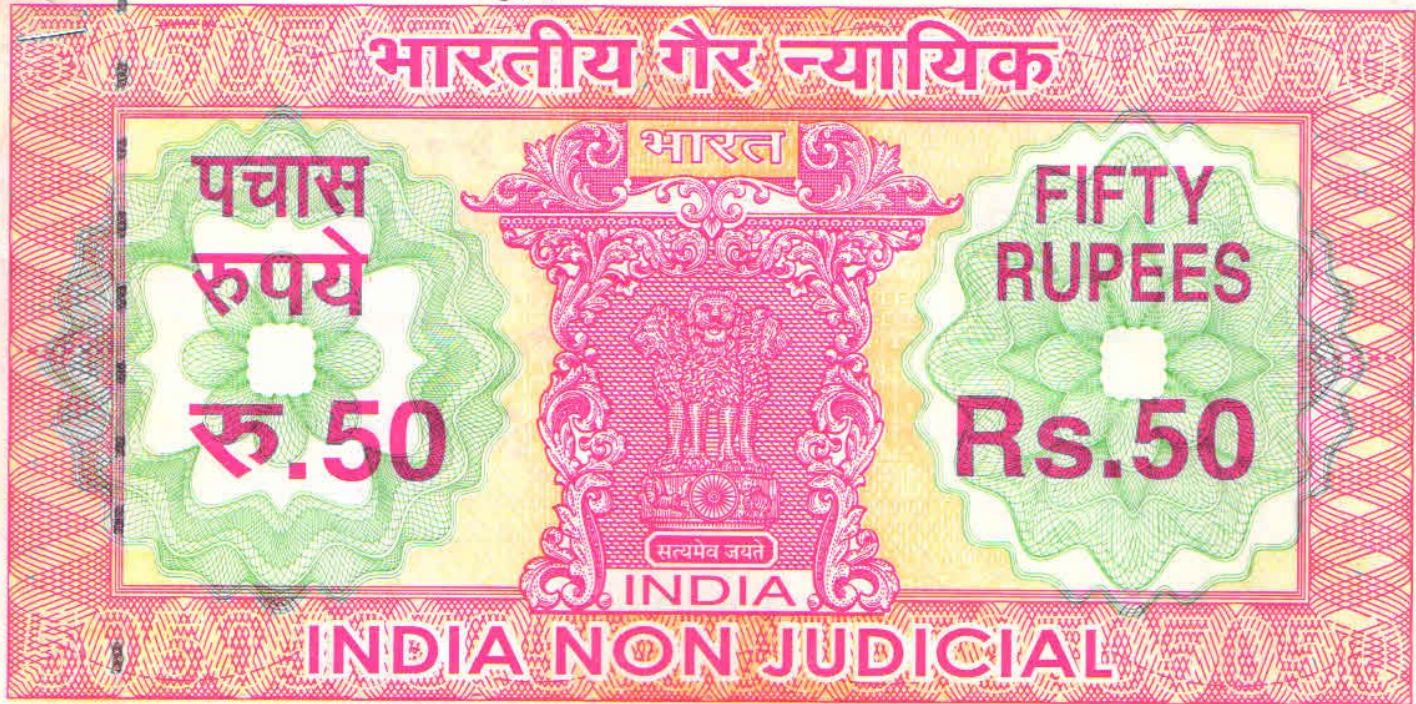


5806  
06/12/13



हरियाणा HARYANA

SHRI KRISHNA EDUCATIONAL & CHARITABLE TRUST

F 175113

THIS DEED OF TRUST is executed on this 06<sup>th</sup> Day of December, 2013 by:

*Umesh Sharma*

SHRI Umesh Sharma S/o Sh. Nawal Shankar Sharma R/o VPO. Jatusana, Tehsil & Distt. Rewari, hereinafter called the Author of the Trust which expression unless repugnant to the context or meaning thereof includes his heirs, executors, and administrators etc.

Whereas Author of the Trust is possessed of and otherwise well and sufficiently entitled to the sum of Rs.21000/- (Rupees Twenty One Thousand only) hereinafter referred to as said funds. Whereas the Author of the Trust desire to irrevocably endowing the said funds upon trust for public, educational and charitable purposes, as hereinafter expressed and contained in this presents and in pursuance of such desire have already paid and handed over the said funds to the trustees mentioned below.

WHEREAS it is the desire of the Author of the Trust that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets including moveable and immovable and any other kind by way of Gifts or Donations, acquisitions, allotments, grant exchange or otherwise etc.

WHEREAS the following persons are appointed to be trustees for holding the said funds / corpus in Trust for the purposes detailed in this Trust Deed:



*in place of Ghanasyam Saini*

*anand  
Pte*

1. Sh. Umesh Sharma S/o Sh. Nawal Shankar Sharma R/o VPO. Jatusana, Tehsil & Distt. Rewari
2. Sh. Sanjay Saini S/o Sh. Prem Chand Saini, R/o VPO. Guriani, Distt. Rewari.
3. Sh. Ajay Kumar S/o Sh. Dalip Singh R/o VPO. Gokal Garh, Distt. Rewari.
4. Sh. Hitesh Kumar S/o Sh. Dalip Singh, VPO. Pahlawas, Distt. Rewari
5. Sh. Naresh Kumar S/o Sh. Nawal Shankar Sharma R/o VPO. Jatusana, Tehsil & Distt. Rewari
6. Sh. Krishan Kumar S/o Sh. Puran Mal Saini, R/o VPO. Guriani, Distt. Rewari.
7. Sh. Ghanshyam Saini S/o Sh. Puran Mal Saini, R/o VPO. Guriani, Distt. Rewari.
8. Sh. Prem Chand Saini S/o Sh. Chandgiram Saini R/o VPO. Guriani, Distt. Rewari.

*Shankar*

(which means and includes their survivors or successors in office and hereinafter collectively called as Board of Trustees)

**NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS::**

**1. NAME:** That Trust hereby established shall be named as **SHRI KRISHNA EDUCATIONAL & CHARITABLE TRUST**

**2. PLACE:**  
That Office of the Trust shall be situated at **Jatusana** or at such other place in India as the Trustees may from time to time think fit.

**3. OPERATIONAL AREA:**  
That Trust shall be entitled to carry out its activities in any part of India.

**4. OBJECTS:**  
The objects for which the Trust is founded are:  
(a) To establish, maintain and run Schools, Colleges, Social service centres, Industrial / Vocational Training centres.  
(b) To establish, maintain and run, Cultural and Social Institutions,

*Umesh Sharma*

प्रलेख नः 5806

दिनांक 06/12/2013

डीड संबंधी विवरण

डीड का नाम TRUST  
तहसील/सब-तहसील रिवाडी  
गांव/शहर जादूसाना

धन संबंधी विवरण

रजिस्ट्रेशन फीस की राशि 50.00 रुपये  
स्टाम्प ड्यूटी की राशि 50.00 रुपये  
पेस्टिंग शुल्क 3.00 रुपये

Drafted By: Sandeep Kr Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 06/12/2013 दिन शुक्रवार समय 13:32:00 बजे श्री/श्रीमती/कुमारी श्री कृष्णा एजुकेशनल चैरीटेबल ट्रस्ट thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी जादूसाना द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

*Handwritten Signature*  
उप/संयुक्त पंजीयन अधिकारी  
रिवाडी

श्री श्री कृष्णा एजुकेशनल चैरीटेबल ट्रस्ट thru बजरिये उमेश शर्मा(OTHER)

उपरोक्त न्यासकर्ता व श्री/श्रीमती/कुमारी न्यासी हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी सतप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री निवासी जादूसाना व श्री/श्रीमती/कुमारी पंकज शर्मा पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी मानसिंह निवासी रेवाडी ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 06/12/2013







*Handwritten Signature*  
उप/संयुक्त पंजीयन अधिकारी  
रिवाडी



न्यासकर्ता



गवाह

|            |                   |   |  |
|------------|-------------------|---|--|
| न्यासकर्ता | बजरिये उमेश शर्मा |    |    |
| गवाह       | सतप्रकाश नम्बरदार |   |   |
| गवाह       | पंकज शर्मा        |  |  |

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,806 आज दिनांक 06/12/2013 को बही नः 1 जिल्द नः 561 के पृष्ठ नः 136 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 6,792 के पृष्ठ सख्या 60 से 66 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 06/12/2013

NCS

उप/सयुक्त पंजीयन अधिकारी  
रिवाडी

(c) To promote education and learning in all branches more specifically in Languages, Medical, Science and Technology.

(d) To train teachers and workers in ideals and practice of the true spirit of the education and learning.

(e) To promote / establish, maintain and run Cow-Shelters (Gau-Shalas).

(f) To bring, publish and sell, distribute books, periodicals, leaflets, brochures and papers and also to open and maintain libraries, reading rooms for the promotion of the objects of the Trust.

(g) To establish centres for employment generation.

(h) To confer title on eminent personality in the field of science, education, literature, etc.,

(g) To establish the colleges to impart education in the area of higher education especially the emerging field like Medical, Electronics, Bio-technology, and other allied fields.

(h) To advance any other objects of general public utility.

(i) To acquire and maintain the movables and immovable properties for achieving and said objects.

The trust shall be an irrevocable public educational and charitable trust for the benefits of all persons belonging to whatever community irrespective of Caste, Creed or Religion, the Trustees shall stand possessed of the said amount of corpus endowed by the Author of the trust and such other properties (both movable and immovable) as may be acquired from time to time by the Trust, by gift, purchase, exchange, grant, allotment, subscription, endowment, donation, contribution, or in any manner whatsoever (all of which shall be designed as Trust properties) on the Trust herein mentioned.

#### **5. NUMBER OF TRUSTEES:**

The number of Trustees including the Author of the Trust shall not be less than 3 (Three) and not more than 20 (Twenty) persons. The Board of Trustees may nominate and invite person/persons to be the nominated trustees for such period, as they may deem fit and proper:

#### **6. PRESIDENT:**

There shall be a president for the administration of this trust, nominated by the board of Trustees, who shall be one amongst trustees for such period, in such manner as may be specified by board of trustees in this behalf. However First President shall be Sh. Umesh Sharma S/o Sh. Nawal Shankar Sharma R/o VPO. Jatusana, Tehsil & Distt. Rewari who shall hold the office till his resignation or till the board of trustees elect new president.

## 7. MANAGING TRUSTEE:

(i) The day-to-day administration of the Trust shall be looked after by the Managing Trustee under the guidance, control and supervision of the Board of Trustees and President.

(ii) The Board of Trustees shall nominate one amongst the trustees to be the Managing Trustee, who shall hold office for such period, as may be decided by the Board of Trustees. However first managing trustee shall be Sh. Sanjay Saini S/o Sh. Prem Chand Saini, R/o VPO. Guriani, Distt. Rewari who shall hold the office till his resignation or till the board of trustees elect new managing trustee.

(iii) The Managing Trustee shall perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Board of Trustees.

## 8. VACANCIES:

Any vacancy among the Members of the Board of Trustees may be filled by the trustees their successors and they shall hold office for such duration as may be specified by the Board of Trustees.

## 9. TERMINATION OF OFFICE OF THE TRUSTEES:

(a) Trustee shall cease to hold office:

i) if he dies,

ii) if he resigns,

iii) if he is adjudged insolvent or found guilty of an offence involving moral turpitude.

iv) if he is found to have acted against the interest of the Trust.

v) in case of nominated trustee upon expiry of the period up to which the Board of trustees have nominated the trustee.

## 10. MEETING AND PROCEEDINGS OF THE TRUSTEES:

The Trustees shall ordinarily meet once in 3 months or as often as may be necessary for the satisfactory conduct of the affairs of the Trust.

## 11. NOTICE:

15 days Notice shall ordinarily be given in writing for a meeting of Board of Trustees.

## 12. QUORUM:

The Quorum for the Meeting of the Board of Trustees shall be  $\frac{2}{3}$ <sup>rd</sup> of the existing trustees.

A minute book shall be kept by the Managing Trustee. Minutes of entry into the office of every new trustee and of all proceedings of the meeting of the board of trustee shall be entered in the minute book and shall be signed by the President of the Meeting.

### 13. VOTING:

Decisions of the Board of Trustees may be made at a meeting or by circulation of papers to them. Normal matters of routine nature may be circulated and decision obtained. The important matters are to be decided at the meeting. All matters arising for disposal shall be decided by a majority of the Board of Trustees present at the Meeting. The President of the Board of Trustees shall have a casting vote in the event of equality of votes, in addition to his own.

### 14. POWERS, FUNCTIONS AND DUTIES OF THE TRUSTEES:

- (A) All property of the Trust Movable or Immovable or of any other kind, shall vest in trust, the trustees shall manage the whole property and affairs of the trust and shall have all powers, duties and functions necessary proper and incidental to the promotion and carrying out of the objects of the trust.
- (B) In particular and without prejudice to the generality of the foregoing the trustees shall for the purposes of this trust have the following powers, duties and functions:
- (i) To acquire by Gift, Grant, Purchase, Exchange, Lease, or otherwise, lands, buildings, or other immovable properties and also any movable property.
  - (ii) To construct and maintain buildings, to alter, to demolish or improve them and equip them suitably.
  - (iii) To accept gifts, donations, endowment and contributions for the Trust.
  - (iv) To raise loans, to receive monies, securities or other movable property on behalf of the Trust.
  - (v) To accept any trust, trust fund or endowment so long as the provisions of such Trust or endowment are in consonance with the objects of this Trust.
  - (vi) To award scholarship and make donations to promote the objects of the Trust.
  - (vii) To enter into contracts, or engagements on behalf of the Trust.
  - (viii) To consider such proposals submitted by Sub-committee appointed by this trust and allocate such funds if necessary as deemed necessary for the implementation of the programs.
  - (ix) To make, sign and execute all such documents instruments, as may be necessary or proper for carrying on the management of the properties and affairs of the Trust or authorize any person to make, sign and execute all such documents/ instruments
  - (x) To invest such monies and such funds of the trust and to vary the investment as and when it may seem necessary or proper provided that such investments shall be made only upon immovable properties or upon securities as the board of trustee may deem fit.
  - (xi) To sell, transfer or otherwise dispose of any immovable property of the trust provided all the trustees unanimously resolve that it is in the interest of the trust to do so to sell or lease, mortgage or otherwise dispose of any movable and immovable properties of the Trust.
  - (xi) To appoint a Committee /Committees of management for such terms and with such powers as may be specified from time to time, for carrying on the routine management of the affairs of the Trust.

- (xii) To appoint such employees on such terms and conditions as the Trustees may deem fit for carrying out the work of the trust and exercise control all such employees including the power of suspension, dismissal and removal.
- (xiii) To delegate to the Managing Trustee or any appointed committee such powers, duties and functions as are vested in the Board of Trustees.
- (xiv) To frame Bye-Laws and such other regulations as are required for achieving its objectives.
- (xv) Out of the income of the trust property the trustee shall be entitled to spend or incur the following expenses namely
- (a) All rates, taxes, cess, assessments, dues and duties if any payable to the government to any municipal or other public bodies in respect thereof or any part thereof.
  - (b) The premium for the insurance of the buildings or any other insurable property movable or immovable for the time being forming part of the trust property.
  - (c) The costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the trust property.
  - (d) The cost of making such additions/alterations or improvements to or in the buildings forming part of the trust property, as the trustees shall think fit.
  - (e) Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the trustees in the carrying out of this trust.
  - (f) Cost and expenses of keeping the trust property in good condition.
  - (g) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the trust property.
  - (h) The architect's fee and legal charges and fee payable to other professionals engaged in the course of administration of the trust.
  - (i) All other costs, charges and expenses of and incidental to the management and administration of the trust property and for carrying out functions for fulfillment of trust's objects.

#### **15. BANK ACCOUNT:**

- (i) The Board of Trustees may open such Bank Account or Accounts in any of the Banks in the name of Trust and such accounts shall be jointly operated by the President and Managing Trustee.
- (ii) The trust may open Bank Account/s in the name of institution/ organisation founded by the Trust. Such Bank Accounts shall be operated by such persons as authorized by the board of trustees from time to time.

#### **16. APPLICATION OF THE PROPERTIES OF THE TRUST:**

The properties and funds of the Trust shall be applied only for the purpose of the Trust and for the due administration of its business affairs and properties provided however that this shall not preclude payment of any remuneration or allowance or any perquisites to any trustee in connection with the work carried

out by him/her for the purpose of the Trust, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

**17. ACCOUNTS:**

The Trustees shall maintain a true and correct record of the receipts, payments incomes and expenses and transactions of the Trust. The Books of Account of the trust shall be audited by a Chartered Accountant every year i.e., commencing from 1st April to the 31st March of next year.

**18. DEFECTS OF PROCEDURE IMMATERIAL:**

No act of Trustees shall be invalidated by reason only of any vacancy in the Board of Trustees or any irregularity in the proceedings of the Board of Trustees or any Committee thereof.

**19. AMENDMENTS:**

No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2(15), 11, 12 and 13 and 80G of the Income Tax Act, 1961 as amended from time to time.

**20. DISSOLUTION:**

In the event of dissolution of winding up of the Trust the assets of the trust remaining on the date of dissolution shall under no circumstance be distributed amongst the Trustees, but the same shall be transferred to other Trust, Society, Association or Institution whose objects are similar to those of this Trust.

In witness whereof the author has set and subscribed his hand on this 06<sup>th</sup> day of ~~Dec~~ September, 2013 at Rewari in presence of witnesses.

Drafted by:  
Sandeep Kumar, Advocate  
Distt. Courts, Rewari 06/12/13

Witnesses:

*Sat Par Kash*  
1. SAT PAR KASH, Nambardas,  
village - Jatusana,  
Distt Rewari (HR)

2. Pankaj Sharma Sh. Man Singh  
R/o Vikas Nagar - Rewari

*Man Singh*

Signature  
(Author)

*W. Sh. Sharma*