

उपरोक्त दस्तावेज क्रमांक १४३
न०.../... जिल्द न०...६९२ के
न०...३७६ पर रजिस्ट्री की गई थी
इसकी मफल अतिरिक्त नही न०...
जिल्द न० १००७ के पृष्ठ न० ५६-५८
दिनांक १०/५/०७ पर सिपकाई गई।

TR S MUR
१० सन रजिस्ट्रार
दिल्ली

10/4/07

283
10/4/07

TRUST DEED OF

**PANDIT SURJA RAM MEMORIAL
CHARITABLE TRUST**

70A, NEW AGGARSEN COLONY, HISAR

EXECUED ON 9-02-2007

283

10/4/07

भारतीय गैर न्यायिक

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RUPEES

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

00AA 105373

**TRUST DEED OF PANDIT SURJA RAM MEMORIAL
CHARITABLE TRUST**

This Trust Deed is made on the 9th February 2007 between

- (a) Sh. Virender Badhwar S/o Sh. Tara Chand aged about 50 years and resident of H. No. 1067, Sector-6, Bahadurgarh
- (b) Mr. Ram Narayan Sharma S/o Late Sh. S.R. Sharma, aged about 43 years and resident of H. No. 70A, New Aggarsen Colony, Hisar
- (c) Mr. Ram Niwas Saini S/o Sh. Chandu Lal Saini aged about 40 years and resident of Multani Chowk, Jahaj Pul Road, Hisar

(Hereinafter called the Founder on the One Part)

And

- (a) Smt. Premlata W/o Sh. Virender Badhwar aged about 45 years and resident of H. No. 1067, Sector-6, Bahadurgarh
- (b) Smt. Vandana Sharma D/o Sh. S.M. Bhanot, aged about 39 years and resident of H No. 70A, New Aggarsen Colony, Hisar
- (c) Smt. Seema Saini D/o Sh. Hardyal Singh, aged about 32 years and resident of Multani Chowk, Jahaj Pul Road, Hisar

(Hereinafter called the Trustees of the Other Part)

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Virender

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Saini

St. No. 56684 Rs. 45
 Dated 9 FEB 2007
 Sold to Pandit Suraj Lal Memorial
 For Trust Dero Trust
 Through

B. S. VERMA
 Stamp Vendor, Hissar

[Signature]
 B.A.

HTD

बह प्रलेख आज दिनांक 10/4/07 वार मंगलवार
 समय 4-5 बजे दिन के मध्य श्री मती जेमिला देवी 1010
 पुत्र विरेन्द्र कुमार निशामी जेमिला देवी ने वराने TRS Min 10
 एजस्ट्री हमारे सम्मुख दफतर में पेश किया।

उक्त मल पेश करती श्री मती जेमिला देवी पर 10/4/07
 विषय प्रलेख पढ़ कर मनाया व समझाया गया इस
 को सुनकर व समझ कर दोनों पक्षों ने स्वीकार किया

दोनों पक्षों की माजी श्री सुले पति 22 नौकर
 निशामी हिसार श्री सुरेश रज्जु तहसील
 निशामी मन्थलीय हिसार प्रथम माजी को हम TRS Min
 जानते हैं जो दुकरे साखी को जानता है।

हस्ताक्षर व निशान अंगुठा मिकर द्वारा
 सम्मुख लगाने गये हैं।

Sube 83 Adr.

[Signature]
 B.A.

[Signature]
 B.Sc.

TRS Min
 10/4/07

जानते हैं
[Signature]



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Whereas the Founders are the absolute owners of the properties, more particularly described in Schedule 'A' annexed hereto this deed.

And Whereas the Founders are desirous of endowing the said property for the purpose of founding a charitable Trust for purpose of running educational institution like schools, colleges, vocational centers etc. in India for the education of boys and girls in the educative and vocational pursuits.

And Whereas the Trustees have agreed to carry out the Trust herein created.

Now it is hereby agreed as follows :-

1. That in order to effectuate his desire to establish a charitable Trust, the Founders has set apart the properties as described in Schedule 'A' and handed over the same to the Trustees (hereinafter called the "Trust Fund" which expression shall include cash and any other property or investment of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the Trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the Trustees shall hold and stand possessed of the same upon the Trust subject to the powers, provisions, agreements and declarations hereinafter contained.

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2. That the name of the Trust shall be **PANDIT SURJA RAM MEMORIAL CHARITABLE TRUST** and its office shall, for the present, be situated at **70-A, NEW AGGARSEN COLONY, EBS ROAD, HISAR** and/or at such place or places as may Trustees decide from time to time.
3. That those Founders shall also be initial Trustees of the Trust and shall remain Trustees during their lifetime and after their death the male or female member of his family whom they nominate at the time of their death shall become co-Trustee and so on.
4. **The Objects for which the Trust is established are :-**
- (a) To establish, develop, maintain and grant aid in cash or in kind to schools, colleges, vocational centers etc. in India for boys and girls in the educative and vocational pursuits and to develop the character of the students as well as to educate them in physical culture
- (b) To establish and maintain a boarding house for the students who receive education in the above schools, colleges, centers etc.

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- (c) To establish maintain and run studentships, scholarships and render other kind of aid to students including supply of books, stipend, medals and other incentive to study, without any distinction as to colour, race, creed or sex.
- (d) To establish, develop, maintain and grant aid or other financial assistance to libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of students and staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
- (e) To promote, establish support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and for the research and other institutions, in India, having similar objects for the benefit of public in general.
- (f) To establish and develop institutions for physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- (g) To establish, develop, maintain and grant aid in cash or in kind to hospitals, medical schools, medical colleges, nursing institutions, dispensaries, maternity homes, child welfare centers and /or such other similar charitable institutions in India for the benefit and use of the general public.
- (h) To establish, maintain or grant aid for the establishment and/ or maintenance of parks, gardens, gymnasiums, sports clubs, dharamshalas and rest houses, for use by public in general.
- (i) To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons.

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- (j) To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, pestilence etc. and to give donation and other assistance to institutions, establishments or persons engaged in such relief work.
- (k) To construct, maintain, repair and manage the marghats, cemeteries and burial grounds.
- (l) To grant aid or render assistance to other public charitable Trusts or institutions having any one similar objects.

5. That the Trust Fund may be augmented by the income from the initial Fund and also by donations, incomes, if any from the running of institutions established as described in paragraph 4 above and other contributions from time to time.

6. That the Trust Fund shall not be applied for any purpose other than those specified in Para 4 above.

7. That the Trustees shall always maintain proper books of accounts of the Trust which shall be kept at the office of the Trust.

8. That for the furtherance of the objects of the Trust, the Trustees shall have the following powers :

- (a) 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.
- (b) To apply the whole or any part of the income of the Trust, or the Trust Fund or accumulations thereto, to any one or more objects of the Trust, as the Trustees may, in their discretion, deem fit from time to time.
- (c) To convert and deal with the Trust property and/ or any investments for the time being.

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Vandana

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- (d) To invest the Trust Fund either in the purpose of mortgage of immovable properties or in shares, stocks or debentures or other securities and investments, or in deposits with or loan to any company, bank, firm or any other person, and to alter, vary or transpose such investments from time to time at the discretion of the Trustees.
- (e) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (f) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- (g) 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.
- (h) To open account in the name of the Trust, Trustees and/or institutions run/conducted by the Trust with a bank or banks, to operate such account and to give instructions to the bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
- (i) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- (j) 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.
- (k) To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or Managing Trustees or otherwise) for the purpose of 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 provision of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.

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- (l) 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.
- (m) 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.
- (n) 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.
- (o) To join, co-operate or amalgamate this Trust with other or others having kindred or allied objects, upon such terms and conditions as the Trustees may in their discretion think fit, particularly having regard to the conformity with the objects and nature of the Trust.
- (p) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations or Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organization or Trustees to start, maintain, or carry out such charitable objects.
- (q) To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.
- (r) To borrow moneys either on security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.

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- (s) To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporations, 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 with the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- (t) To take over or amalgamate with any other charitable Trust, society, association or institutions with similar objects.
- (u) To establish, promote, manage, organize or maintain or to assist in establishing, promoting, managing, organizing, or maintaining any branch of the Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- (v) 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.
- (w) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the Trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.
- (x) To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the Trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.
- (y) To transfer and hand over 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 Fund so transferred.

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9. The Trustees shall be accountable only for such moneys, stocks, shares and Funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, nor of any banker or other person with whom the Trust properties or any securities may have been deposited or kept.
10. The Trustees will not be entitled to receive any remuneration in the capacity of Trustee. However Trustees shall be entitled to get reimbursement of all expenses actually incurred by them in connection with the Trust or their duties relating thereto.
11. The number of the Trustees shall not be less than two and more than seven. If the number of the Trustees shall fall below two, the Trustee shall not, except for the purpose of filling any vacancy, act so long number is below the said minimum limit.
12. The Managing Trustees for the time being will be at liberty to appoint additional Trustee within the number mentioned above 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 which is longer, or (ii) if he is requested to resign by 3/4th or as near thereto as possible of remaining Trustees.
13. Every Trusty will be at liberty to resign on giving one month's notice of his intention to do so.
14. The Trustees may from time to time frame rules for the conduct and regulations of the meetings of the Trustees. In the absence of such regulations :-
 - (a) Two Trustees shall form a quorum for a meeting of Trustees.
 - (b) All matters will be decided mutually by the Trustees or by majority of votes where there is difference of opinion as the case may be.
 - (c) Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the Trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees.

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15. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the Trustees to spend the income or corpus of the Trust for any purpose not authorized by these presents.
16. The accounting year of the Trust shall be the financial year ending on 31st March every year.
17. The Trust and Trust Fund shall be and irrevocable for all times.
18. The office of the Trust shall be situated at Hisar unless changed by the Trustees by two third majority.
19. It is expressly declared that no part of the property or its income or any accretion thereto shall be applied for any purpose outside India or for any purpose which is not a charitable purpose in law, and all provisions hereof shall be construed accordingly.

In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, on the 9th February 2007 mentioned hereinabove.

Witness :

1. <u>S.H.S. Lachan</u> Duaal	1. <u>Jyoti</u> Vandana	1. <u>Vijender Singh</u>
2. <u>Raj</u> H.S. Suran	2. _____ =	2. _____
	3. <u>Jaini</u> (Trustees)	3. _____ (Founders)

SCHEDULE "A"
(Referred to above)

- a) Cash amounting to Rs. 11000/- belonging to Sh. Virender Badhwar
- b) Cash amounting to Rs. 5000/- belonging to Mr. Ram Narayan Sharma
- c) Cash amounting to Rs. 5000/- belonging to Mr. Ram Niwas Saini

Witness :

1. <u>J.S. Lakhan</u>	1. <u>Virender</u>	1. <u>Virender</u>
Advocate		
Husain	2. <u>Vandana</u>	2. <u>[Signature]</u>
2. <u>[Signature]</u>	3. <u>Saini</u>	3. <u>[Signature]</u>
<u>A.S. Sherawat</u>	(Trustees)	(Founders)