

28666

भारतीय गैर न्यायिक  
भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA

INDIA



दिल्ली DELHI

360039

Rakesh Kumar  
BLB 267670



## PUBLIC CHARITABLE TRUST DEED

THIS DEED OF TRUST made on this date of 14<sup>th</sup> September, 2011 by Sh Rakesh Kumar Kuchha, son of Sh Jai Gopal residing at H. No. 996, Sector 14, Sonapat, Haryana -131001 herein called "Settlor" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and representatives) of the ONE PART AND

- (1) Sh. Rambilas Gupta s/o Shri Kashmiri Lal R/o H No. 565, Sector-15, Sonapat, Haryana-131001 as Managing Trustee ,
- (2) Smt. Sudha Gupta W/o Shri Rakesh Kumar R/o H. No. 996, Sector 14, Sonapat, Haryana -131001 as Trustee ,
- (3) Smriti Kuchhal D/o Shri Rakesh Kumar R/o H. No. 996, Sector 14, Sonapat, Haryana -131001 as Trustee ,
- (4) Dr. Sorabh Gupta s/o Sh. Shri Chand Gupta R/o Gurgaon Nursing Home, opp. Housing Board Colony, Jhalsa Road, Gurgaon-122001 as Trustee.
- (5) Sh. Himanshu Kuchhal S/o Shri Rakesh Kumar R/o H. No. 996, Sector 14, Sonapat, Haryana -131001 as Trustee ,

*Dated*

14 SEP 2011

S. No. 1091

Date

Name Maa Ganga Bhagat Educational  
Trust

Prop. Maya  
207, Balaji Plaza  
Sec-8.  
Rohini, Del-85

Invoice No. 571  
DA ICCV PANE No. 571  
District Courts, New Delhi-110002





hereinafter referred to as 'The Trustees' or Honorary Trustees as the case may be (which expression shall unless repugnant to the context or meaning thereof mean and include the survivor or survivors of them and other trustee or trustees for the time being appointed in the manner hereinafter laid down) of the OTHER PART :

WHEREAS the Settlor is desirous of setting a sum of Rs. 5000/- (Rupees Five Thousand only) upon the trust for the Public Charitable objects and purpose hereinafter expressed.

AND WHEREAS THE TRUSTEES have agreed to become the First Trustees of the said Trust as testified by their being parties to and executing these presents AND WHEREAS the Settlor has paid and made over to the Trustees the said sum of Rs. 5000/- (Rupees Five Thousand only) .

**NOW THIS DEED OF TRUST WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

1. For effectuating the said desire of the Settlor, the Settlor does hereby irrevocable assign and transfer unto the Trustees the said sum of Rs. 5000/- (Rupees Five Thousand only) (the receipt whereof the Trustees do hereby admit and acknowledge) to have and to hold the same and the accumulation thereof and the accretions thereof including the donations and the investments thereof for the time being upon Trust for the objects and purposes hereinafter expressed with the power and on terms and conditions hereinafter declared.
2. For effectuating the said desire of the Settlor and in consideration of these promises, the Trustees do and each of them hereby agree and declare that they the Trustees, shall and will hold and stand possessed of the said sum of Rs. 5000/- (Rupees Five Thousand only) made over to them as aforesaid, and such further sums of donations and subscriptions as may be received from time to time by the trustees and all the income or profits thereof, with all accumulations thereof and the additions and accretions thereto and the investments for the time being representing the same (all of which shall hereafter referred to as the 'TRUST FUND' ) upon the trust and under the conditions, provisions and declarations concerning the same and hereinafter contained:
3. The Trust shall be known as **MAA GANGA BHAGAT GOPAL MAYA EDUCATIONAL TRUST** at 207, Balaji Plaza, Sector-8, Rohini, Delhi-110085. It may be shifted to any other place as decided by the Trustees from time to time. State level branch office(s) and sub branch office(s) shall be opened anywhere within the Territory of Indian Union and shall function in accordance with the instructions issued from Head office from time to time.

**4. OBJECTS :**

The Trustees shall spend, utilize and apply the Trust Fund for all or any one or more of the under mentioned charitable objects and purposes or such other charitable objects beneficial to the public as the Trustees may think proper to the intent that the same shall relate to anything done within the territories of the Union of India in such shares and proportions and interest: PROVIDED FURTHER that the Trustees shall also have power by a majority of half of the trustees for the time being of the trust to have recourse to and utilize the whole or any part or parts of the corpus of the trust properly for all or any of the charitable





RegNo. 6327

Date 12/10/2011

**Deed Related Detail**

Deed Name TRUST		TRUST (MOVABLE)	
<b>Land Detail</b>			
Tehsil/Sub Tehsil	Sub Registrar VI	Area of Building	0 वर्ग फुट
Village/City	Rohini Sector-8	Building Type	
Place (Segment)	Rohini Sector-8		
Property Type	Residential		
Area of Property	0.00	0.00	0.00
<b>Money Related Detail</b>			
Consideration Value	5,000.00 Rupees	Stamp Duty Paid	500.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Rupees

This document of TRUST

TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

R/o

Rakesh Kumar Kuchhal

Jai Gopal

996 Sec-14 Sonapat HR

in the office of the Sub Registrar, Delhi this 12/10/2011 day Wednesday  
between the hours of

Signature of Presenter

Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

Executed and presented by Shri /Ms. Rakesh Kumar Kuchhal

and Shri / Ms. Maa Ganga Bhagat Gopal Maya Education Trust

Who is/are identified by Shri/Smt/Km. Chander Bhan Sharma S/o W/o D/o Jhabusi Sharma R/o 71-R Model Toen Sonipat HR

and Shri/Smt./Km Inder Dev S/o W/o D/o Giani Ram R/o P-70 Vijay Vihar uttam Nagar Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 08/11/2011

*Darshan*



Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

*C. A. Darshan*

objects or purposes herein mentioned or any of them at such time or times and in such manner in all respects as the Trustees may in their absolute discretion deem fit and proper :

- (a) 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 institution ;
- (b) Medical relief and/or maintenance of the sick and/or establishment, maintenance and support of or donations to one or more hospitals, dispensaries, nursing homes, medical centers and utilization of funds for medical relief of all kinds;
- (c) Relief to the poor stricken with calamities such as earthquakes, floods droughts, famines, fire, riots, or otherwise;
- (d) 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 for the benefits of such persons;
- (e) To undertake, carry out, promote, establish set up, conduct aid, help or otherwise support, sponsor rural development and uplift including any programme for promoting the social and economic welfare of , or the uplift of the public in any rural area and to incur an expenditure on any programme of rural development and to assist and help execution and promotion thereof either directly or through an independent agency;
- (f) To undertake, preserve, maintain, support and aid plantation work and aid the institution carrying out plantation work;
- (g) To undertake the work of conservation of natural resources and support or aid the institution carrying out the work of conservation of natural resources;
- (h) To impart education by opening any institutions; school, college etc.
- (i) To assist and support other institutions having similar objects of advancement of this Trust;
- (j) Any other object of general public utility:

**Provided -**

- (i) That none of the objects of this Trust shall at any time involve carrying on of any activity for profits and no religious activity to be carried out by the trust ;
- (ii) that the income or the assets of the Trust fund shall not be applied or transferred in whole or in part for any purpose other than charitable purposes;
- (iii) that the income or assets of the Trust shall not be applied or used for the benefit of the authors of the Trust, or any person who makes

*Darshan*



substantial contribution or donations to the trust or any trustee or manager of this Trust.

**5. POWERS & FUNCTIONS OF TRUSTEES:**

- (i) The Trustees shall be at liberty at their absolute discretion to accept any property, contributions, collections, or donations from any person, persons, firm or company or government or other institutions for the advancement of the objects of the Trust.
- (ii) The Trustees shall be at liberty to transfer and/or realize the trust property or fund and invest the proceeds thereof or any other moneys following part of the trust fund as per provisions of income tax act such as section 11(5) etc., in public charitable purposes considered expedient for the time being and to vary or transpose any such investments for or into other or others as the trustees may from time to time think fit, within the scope of this Trust and for this purpose, trustees shall mean/ constitute majority of the trustees.
- (iii) The Trustees may set apart any part of the income of Trust for the spending in future for any of the objects of the Trust in accordance with the provisions of law including the income tax law {Section 2(15)} applicable for the time being in force.
- (iv) The management and administration of the Trust shall vest in the Board of Trustee and Settlor
- (v) The Trustees shall be entitled from time to time to open and maintain bank accounts or other accounts in the name of the Trust in respect of the Trust Fund in any bank, and such accounts shall be operated upon by any two of the Trustees or by person/persons expressly authorised by the Managing Trustee of the trust in this behalf.
- (vi) The Trustees may out of the corpus of the Trust spend such money or any part thereof, appropriate such money or part thereof for all or any of the charitable objects and purposes of the Trust.
- (vii) The Trustees may appoint regular, permanent, part-time or honorary staff if necessary according to the requirement for the managing or working of the Trust and use the Trust Funds for payment of their salaries, compensation or expenses, etc.
- (viii) The Trustees shall have power to frame rules and regulations to carry out and to give effect to the objects and the purpose of the Trust and/or managing the affairs of the Trust, and to rescind, alter, add or spend the same from time to time.
- (ix) The Trustees may reimburse themselves and pay and discharge out of the trust funds all expenses incurred by them in or about the execution of the Trust or in exercise of powers conferred under these presents.



- (x) It will be lawful for the Trustees to delegate any of their powers for limited purpose of management to any one or more of the trustees jointly and/or severally, and if necessary to cancel or modify the same.
- (xi) The general management and control of the Trust for the purpose of managing the affairs of the Trust and properties and for the purpose of carrying out the objects aforesaid shall be vested in the Trustees, and for this purpose and without prejudice to the general powers mentioned above, the Trustees shall have powers to enter into contracts and to borrow money as may be considered necessary by the Trustees for financing any charitable purpose declared under these presents.
- (xii) It shall be lawful for the said Trustees to file, withdraw, compromise or compound any action suit or proceedings, difference or compound any action suit or proceedings, difference or demand relating to the Trust and/or Trust Fund or its assets upon such terms as they shall think proper and/or to refer any such difference or demand to arbitration and/or to execute instrument and all things necessary or expedient for such proposes or any of them.
- (xiii) The Trustees shall also be entitled to take over management of any other Trust/ or in institutions as well as carry out the trust under any deed or Trust for charitable purposes set out here in above on such terms and conditions as may be thought fit by them in their absolute discretion provided that they are not inconsistent with the terms hereof or the objects of the Trust set out in this Trust Deed.
- (xiv) The Trustees may at any time receive any voluntary contributions or donations from the settlor or from the Trustees or any member of any committee or from any member of the public or any firm, company or association and/or Government or authority for all or any of the objects and purposes specified in clause 4 thereof without any condition or on such conditions (not being inconsistent with these presents) as may be agreed upon between the Trustees and the donors.
- (xv) The Managing Trustee shall hold office for life term and after his death his heirs will become managing trustee unless and until his/her resign thereon. The Trustees shall hold office for three years unless and until they resign thereon. Further term will be decided by managing trustee.
- (xvi) That a trustee may retire on giving one month's notice in writing to the other Trustees of his/ her intention to do so.
- (xvii) The Trustees shall have powers to amalgamate with and/or take over other Trust or Trusts having wholly public charitable objects.

#### 6. DUTIES & OBLIGATIONS OF THE TRUSTEES:

- (i) The Trustees will manage the subject matter of the Trust and take decisions regarding the matter of policies concerning the fulfillment of its object as the majority of Trustees may decide.



- (ii) The Trustees shall, out of the income of Trust in the first instance, pay all charges, cost, expenses and salaries etc. and other expenses incidental to the management and the administration of the Trust, its properties and assets.
  - (iii) All assets aforesaid should be kept in the best possible manner in accordance with the object of the Trust. Trustee can take the loan against the property of the trust from any bank authorized by the Reserve Bank of India to achieve the main objects of the trust.
7. The Trustees shall have power to keep invested the Trust Funds in suitable avenues, keeping in view the safety of the investment, including movable and immovable properties, securities, deposits in banks, government securities and loans, deposits with Post Office and other government institutions in conformity with the provisions of the income-tax Act {As per section 11(5)} and other laws:
8. All securities and other funds of the Trust may be kept in the names of trust or be transferred in the name of any bank, or deposited for safe custody with a bank with authority to collect interest, dividends, etc. and all interest, dividends, warrants, coupons, and receipts shall be credited in a account maintained with the said bank, and the said account shall be operated by cheques signed by the Trustees who may from time to time be authorised in this behalf.
9. **ADVISORY COMMITTEE:**
- (a) The Trustees may constitute a committee consisting of not less than three and not more than seven members for the purposes of advising the Trustee in regard to carrying out the objects of the Trust or the administration and management of the affairs of the Trust from time to time.
  - (b) The Advisory committee shall elect their own Chairman/ president and may make rules in regard to the procedure to be adopted for considering the matters referred to them by the Trustees from time to time. The Trustees shall have power to fill in any vacancy that may arise in the Advisory Committee due to resignation, death or otherwise of any member of the Advisory committee. The Trustees shall have power to remove any member of the Advisory Committee at any time. The Trustees will not be bound to accept every advise or suggestion of the Advisory Committee.
10. **MEETINGS, QUORUM, RESOLUTION:**
- (i) The number of Trustees shall not at any time be less than three or more than eleven provided, however, that notwithstanding anything herein contained any act done bona fide by the surviving or continuing trustee or trustees in the usual course of the administration of the Trust and which is otherwise authorised under these presents shall not be invalid by reason merely of not having requisite number of Trustees.



- (ii) If Settlor is present in any meeting then he will be the Chairman of the meeting in absence of Settlor, Managing Trustees will chair the meeting, unless otherwise if both will absent from the meeting and therefore, a Chairman of the Trust is appointed by the 3/4<sup>th</sup> of Trustees
- (iii) In the case of difference of opinion arising among the Trustees and in all matters where in the Trustees have discretionary power, the votes of the majority of the Trustees for the time being shall prevail and be binding on the minority as well as on those Trustees who may not have remained in opinion, the matter shall be decided according to the casting vote of the Chairman of the meeting.
- (iv) The Board of Trustees shall meet as often as necessary.
- (v) The meetings of the Trustees shall be convened at such place in India and at such hour and on such date as may be agreed upon by the Trustees, or as fixed by the Chairman.
- (vi) At least two Trustees or one third of the total number of Trustees for the time being (fraction being omitted) which ever be greater present within half an hour of the time fixed for the meeting shall form quorum be present ever after expiry of half an hour, the meeting shall stand adjourned to such date, hour and place as may be fixed. When the meeting has been adjourned for want of quorum, notwithstanding anything stated above, the Trustees present at the adjourned meeting shall constitute quorum for the next meeting.
- (vii) The Trustees shall keep or cause to be kept a minute book of the proceedings of their meetings as also proper books of accounts of the Trust shall be audited by Chartered Accountants every year.
- (viii) It shall be lawful for Trustees to pass resolutions, postal or other communications and such resolutions shall be called "circular resolutions".
- (ix) A Trustee may resign his office of the Trustee by communicating in writing of his intention to resign to the Board of Trustees.

The Governing Body of the Trust shall consist of minimum 5 and maximum 11 members, with following office bearers:-

Chairman / President	1
Managing Trustee / (Secretary)	1
Treasurer	1
Executive Members	2

Shri Himanshu Kuchhal, will be President/ Chairman of the Governing Body until and unless he will resign from the presidentship by his own and in his absence Smt. Sudha Gupta will be the President / Chairperson in the Governing Body's meeting. Further Shri Rambilas Gupta, Managing Trustee will be the Secretary of the Governing Body unless he will resign from the Secretary ship by his own and in his absence, Ms. Smriti will be the secretary in the Governing Body's



meeting. Furthermore, Smt. Sudha Gupta, Trustee will be the Treasurer of the Governing Body unless she will resign from the Treasurer ship by his own and in her absence Dr. Sorabh Gupta will be the Treasurer. Shri Himanshu Kuchhal, Ms. Smriti and Smt. Sudha Gupta will be the life time trustee of the Trust and in case of his / her death, their legal heir(s) will take their position in the Trust.

11. That if any of the Trustees either original or appointed under these presents in pursuance of the provision herein before contained shall die or be desirous of being relieved or refuse to act or become unfit or incapable to act in the duties and powers reposed in him or hereunder these presents or be declared insolvent or convicted of a criminal offence involving moral turpitude, he or she shall cease to be a Trustee, and thereupon a vacancy shall be deemed to have arisen among the Trustees, and then and so often as the same shall happen, it shall be competent for the continuing or surviving Trustee or Trustees in his or her place. It shall be also competent for the Trustees for the time being of these presents from time to time to appoint new Trustees provided the maximum number of Trustees hereby fixed is not exceeding and the provisions made herein above are observed. The majority of the Trustee may remove any Trustee from the office of trusteeship of the Trust and upon such removal he shall be bound to vacate the office of trusteeship and hand over the property or records of the Trust to the remaining trustees.
12. The number of Trustees shall not be more than Eleven and not less than five including settlor. Any person who has attained the age of more than 18 years and not disqualified as mentioned below and also contribute Rs. 5000/- as trustee fees (Settlor will not pay any amount for membership/ Trustee fee) can be taken as trustee with majority consent of Board of trustees.

A trustee shall cease to be a trustee in any of the following events:-

- a) If he/ she applies to be adjudicated as insolvent.
- b) If he/ she adjudged as insolvent.
- c) If he/ she is convicted of an offence involving moral turpitude.
- d) If he/ she becomes lunatic or of unsound mind.
- e) If he/ she voluntarily resigns his/ her office.
- f) If he/ she dies.
- g) A trustee shall be liable to be removed in case he is found unfit to work for the purpose of the trust by a majority of the Trustees by resolution in a special meeting convened for this purpose only.

### 13. OFFICE:

The Trust shall maintain its office at 207, Balaji Plaza, Sector-8, Rohini, Delhi-110085, where all the books of accounts of and belonging to the Trust shall be kept and where business in connection with the administration and management of the Trust shall also be transacted. Trust office can be transferred to any other place in India if so desired by three fourth of majority. The account books shall be got audited by any Chartered Accountant. The Trustees may open branch/branches of the Trust and may close the same.



**14. YEAR OF ACCOUNTS:**

The Accounting year of the Trust shall, until the Trustees otherwise resolve which they are hereby authorised to do, be financial year, provided that the first account of the Trust shall be made up from the date of settlement to 31<sup>st</sup> March next.


**15. AMENDMENTS/ ALTERATION:**

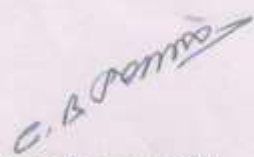
Three fifth of the trustees for the time being, with the consent of the Settlor shall have the power to alter the provisions the trust deed.

**16. DISSOLUTION:**

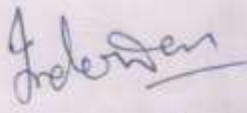
That in the event of dissolution of trust then the trust funds and assets will be transferred to some other public charitable trust having similar objects and none of the assets and funds of the trust will be distributed amongst the trustee(s) members of the trust.

IN WITNESS WHEREOF the Settlor and Trustees to these presents have hereunto set and subscribed their respective hands on the day month and year first above written.

  
SIGNED AND DELIVERED by the Settlor

  
at Delhi in the presence of :

- 1 Chandar Bhan Sharma  
90 Shabusi Sharma  
Mo H.N-71-R Model Town
- 2 Semi Pat Haryana  
DL No-HR-10/61092

  
Indar Dev  
90 Giani Ram  
Mo P-70 Vijay Vikar Uttam Nagar  
DL No. 04/9930025532(C)

Reg. No. 6327 Reg. Year 2011-2012 Book No. 4

Ist Party न्यासकर्ता IInd Party न्यासी Witness गवाह

Ist Party

IInd Party

Party न्यासकर्ता :- Rakesh Kumar Kuchhal

nd Party न्यासी :- Maa Ganga Bhagat Gopal Maya Education Trust

itness गवाह Chander Bhan Sharma, Inder Dev

**Certificate (Section 60)**

Registration No.6,327 in Book No.4 Vol No 1,698

on page 91 to 99 on this date 27/10/2011 day Thursday

and left thumb impressions has/have been taken in my presence.

ze 08/11/2011

Sub Registrar  
Sub Registrar VI  
New Delhi/Delhi

