8/178

630/11

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AV 316243

Kamal Kishor Srivastava
DEED WRITER
S. R. Office, Lucknow
L. No.-24 Date 31/3/2014

Ward SHARDANAGAR

This Deed of Public Charitable Trust executed on this first day Of November 2011, between Shri Nithin E. Sam, son of Late Shri Sam Oommen
Resident of 1/37, Rajini Khand, Sharda Nagar, Lucknow hereinafter called the 'Settlor'(which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives, and who also acts as the managing trustee and will be referred to hereafter at convenience) of the one part, and

1) Beilsy V. Isaac s/o V Isaac residing at Lucknow Theological college, basant Vihar, Rinhg Road, Vikas Nagar PO
2) Nobi Abhilash Kurian S/o P V Kurian residing at 17 Srajan Vihar, Vipul khand, Gomtinagar. Lucknow

क्रम संख्या 4841

स्टाम्प विक्रय की तिथि 14/11/2011

स्टाम्प क्रय करने का प्रयोजन [illegible]

स्टाम्प क्रय करने व लेने का नाम व पता [illegible] 2 सेम 510 स्व श्री सेम उमेश

स्टाम्प की धनराशि 1022

सौरभ निगम स्टाम्प विक्रेता ला. नं. 107

लाइसेन्स की अवधि 31-3-2013 [illegible]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AV 316244

3) Ashraye David S/o R B David residing at 365/10, Mehendi hassan Ka Hata Sadar, Cantt, Lucknow
4) Hazel Isaac w/o Beilsy V. Isaac residing at Lucknow Theological college, basant Vihar, Rinhg Road, Vikas Nagar PO
5) Jijin Daniel s/o N S George Daniel residing at Sankarathil jijin villa, Kizhavallor (PO), Konni, Pathanamthitta (dist) Kerala
6) Suraj Thapa s/o H B Thapa residing at 5 Wazir Hasan road, Gokhale Marg, Luclknow

Hereinafter jointly referred to as 'trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part. Whereas the Settlor is desirous of establishing a trust for public charitable objects.

And whereas the trustees have, at the request of the Settlor, agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents. The Trust has effectively began functioning on Third day of April, 2011 with the trustees functioning towards the development of the trust.

THIS INDENTURE WITNESSETH AS FOLLOWS

1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of JANPRAGATI 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.

क्र. संख्या 4810

स्टाम्प विक्रय की तिथि 14/11/2011

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रय करने व लेने का नाम व पता

स्टाम्प की धनराशि

सीरम निगम स्टाम्प विक्रेता सा. नं. 187
सहारनपुर की बगल 31-3-2012 निवास भवन सहारनपुर

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AV 316245

3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 5000 (Rupees Five thousand 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 **TRUSTEES** the assets ad 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 1/37, Rajini Khand, sharda Nagar, Lucknow with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.

6) The **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 **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.

4839

क्र. संख्या

स्टाम्प विक्रय की तिथि 14/11/2011

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रय करने व लेने का नाम व पता बिलिहा

स्टाम्प की धनराशि

सौरभ निगम स्टाम्प विक्रेता ला. न. 107

लाइसेन्स की अवधि 31-3-2013 निवास: अयोध्या

श्री रवि ओझा S/o श्री रवि ओझा

भारतीय गैर न्यायिक

भारत

पचास रुपये

FIFTY RUPEES

रु.50

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

AA 582980

उत्तर प्रदेश UTTAR PRADESH

I. OBJECTS:

The objects of the Trust are:

1. To work for an all round development of education, employment, health and overall economic development.
2. To promote the best qualities of physical and moral character in the society through all possible means and also provide training, workshops for personality build up.
3. To promote facilities for learning and teaching and to establish institutions which promote quality education.
4. To grant loans to deserving persons and to help them settle in life on such terms as the board of trustees may think expedient.
5. To extend monetary aid to the poor, destitute, sick and disabled persons, orphans, widows and people in distress.
6. To revive and develop the ancient culture and heritage of India
7. To develop the democratic and patriotic traits in the society
8. To work for the upliftment of the downtrodden class and other constituents of the society.

4838

14/11/2011

क्रय करने का प्रयोजन

क्रय करने व लेने का नाम व पता

क्रय की धनराशि

सौरभ निगम स्टाम्प विक्रेता ला. नं. 108

लाइसेन्स की अवधि 31-3-2013 विस्तार

9. To establish, maintain and aid general spiritual educational institutions.

10. To put up regional centre's and sub centre's of the Trust wherever it may be deem fit in order to promote its objectives

11. The Trustees shall be entitled and be at liberty to accept any donation , contribution, grant and subscription in cash or in kind from any person/s, body of persons or trust or society or corporations and companies or the local bodies or the government of the state/centre

12. To establish, develop or maintain institutions for the physically/mentally challenged people and to provide them education, food, clothing or any other assistance.

13. To grant relief and assistance to the needy victims of natural calamities and to give donation and assistance to institutions or people engaged in such relief work.

14. To conduct participatory action research on various rural development projects while implementing development/welfare projects/activities in collaboration with government, non-government and/or international agencies.

15. To construct houses and common shelters for the poor, down trodden and villagers of India and also to acquire and dispose off the immovable for the benefit of the trust.

16. To do any activity to generate funds and use the same for charitable purpose.

17. The income and property of the Trust shall solely be utilized on the objects of the trust.

18. To provide rehabilitation facilities for destitute and women in particular.

19. To bring a social awareness about female infanticide and foeticide which is prevalent in India.

20. To cater to the needs of the urban poor for their social upliftment.

21. To encourage performing art to develop a sense of cultural unity in the society. And to conduct concerts and seminars for the same purpose.

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 **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 not less than 3 trustees and not more than 9 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. 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 First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one 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. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.

3. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.

4. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.

5. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.

6. To borrow money with or without security and to repay the same.

7. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.

8. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.

9. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.

10. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.

11. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.

12. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.

13. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

14. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

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.

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 at least twice a year 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.

6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VII. BANK ACCOUNT:

The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

VIII. INVESTMENT OF TRUST FUNDS:

1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.

2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

IX. ACCOUNTS AND AUDIT:

1) The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees.

2) The Board of Trustees shall maintain true and correct accounts of the Trust.

3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

X. AMENDMENTS:

1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.

2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XII. SETTLOR AND THEIR RELATIVES:

Not withstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

(a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.

(b) Any **"related concern"** in which any of the above persons has substantial interest.

(c) For the purpose of this clause, the word **"relative"** and the phrases **"related concern"**, **"substantial interest"** and **"substantial contribution"** shall have the meanings assigned to them in the Income Tax Act, 1961.

कार्यालय उपनिबन्धक (मध्यम)

सत्यमेव जयते

रतलाम

XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

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:

Cash contribution to the Corpus Fund of the Trust of Rupees 5000/- (Rupees Five Thousand only)

यास पत्र

5,000.00	100.00	20	120.00	1,000
न्यास की राशि	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग

श्री नितिन ई सैम
पुत्र श्री स्व.सैम ओमन
व्यवसाय शिक्षक
निवासी स्थायी 1/37 रजनी खण्ड शारदा नगर,लखनऊ
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 14/11/2011 समय 3:18PM
बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी.के.द्विवेदी
उप निबन्धक (प्रथम)
लखनऊ
14/11/2011

निष्पादन लेखपत्र वाद सुनने व समझने बतगुन
न्यासी

श्री नितिन ई सैम
पुत्र श्री स्व.सैम ओमन
पेशा शिक्षक
निवासी 1/37 रजनी खण्ड शारदा नगर,लखनऊ

ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री विवेक कुमार
पुत्र श्री सुभाष चन्द्र
पेशा अध्ययन
निवासी 127 हराता राम दास सदर कैन्ट,लखनऊ
व श्री नन्द कुमार गुप्ता
पुत्र श्री जे.पी.गुप्ता
पेशा व्यापार
निवासी राजाजीपुरम,लखनऊ
ने की ।
प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी. के.द्विवेदी
उप निबन्धक (प्रथम)
लखनऊ
14/11/2011

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

LUCKNOW / DATE
14/11/2011

SIGNATURE OF SETTLOR

Name and Address
Nithin E Sam
1/37 Rajini khand,
Sharda Nagar
Lucknow 226012

WITNESSES

Signature

Name and address

Vivek Kumar
S/o Subhash Chandra
127 Hata Ram Das
Sadar Cantt Lucknow

Signature

Name and address

चन्द्रकुमार गुप्ता
S/o जे० पी० गुप्ता
राजा जीवराम बाजार

Signature

Name and address

Type By

{Jeevan Krishna Tewari}

DRAFT By

Kamal Kishor Srivastava
DEED WRITER
S. R. Office, Lucknow
IL. No.-24 Date 31/3/2014

न्यासी

Registration No.: 630 Year : 2,011 Book No. : 4

0101 नितिन ई सैम

स्व.सैम ओमन

1/37 रजनी खण्ड शारदा नगर,लखनऊ

शिक्षक

उप निबन्धक

लखनऊ

रजिस्ट्रेशन अधिनियम 1908 की धारा 32–ए, के अनुपालन हेतु फिंगर्स प्रिन्टस्

प्रस्तुतकर्ता/विक्रेता का नाम व पता :– NiThin F Sam 1/37 Rajini Khand Sharada Nagar LKo

बायें हाथ के अंगुलियों के चिन्ह :–

दाहिने हाथ के अंगुलियों के चिन्ह :–

प्रस्तुतकर्ता/विक्रेता के हस्ताक्षर

क्रेता का नाम व पता :–

बायें हाथ के अंगुलियों के चिन्ह :–

दाहिने हाथ के अंगुलियों के चिन्ह :–

क्रेता के हस्ताक्षर

आज दिनांक **14/11/2011** को

वही सं. **4** जिल्द सं. **454**

पृष्ठ सं. **39** से **66** पर कमांक **630**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी. के.द्विवेदी

उप निबन्धक (प्रथम)

लखनऊ

14/11/2011

कार्यालय उप निबन्धक

सत्यमेव जयते