



हिमाचल प्रदेश HIMACHAL PRADESH

B 198710

TRUST DEED

THIS DEED OF TRUST executed on this 12th day of March year 2018, BETWEEN

Ravinder Singh S/O Sh. Mahatama Singh Village Shillagran P.O. Shillang Tehsil & District Kullu (H.P.) 175102 (Party 'C' the first part) hereinafter called "SETTLOR OF THE TRUST"

AND

Rajinder Singh S/O Sh. Mahatama Singh Village Shillagran P.O. Shillang Tehsil & District Kullu (H.P.) 175102 (Hereinafter called "The Trustee" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

WHEREAS the party hereto of the first part is possessed of the sum of Rs. 5100/- (Rs. Five Thousand One Hundred Only) as his absolute property and he is desirous of creating a Charitable/Educational Trust for the benefit of the humanity at large.

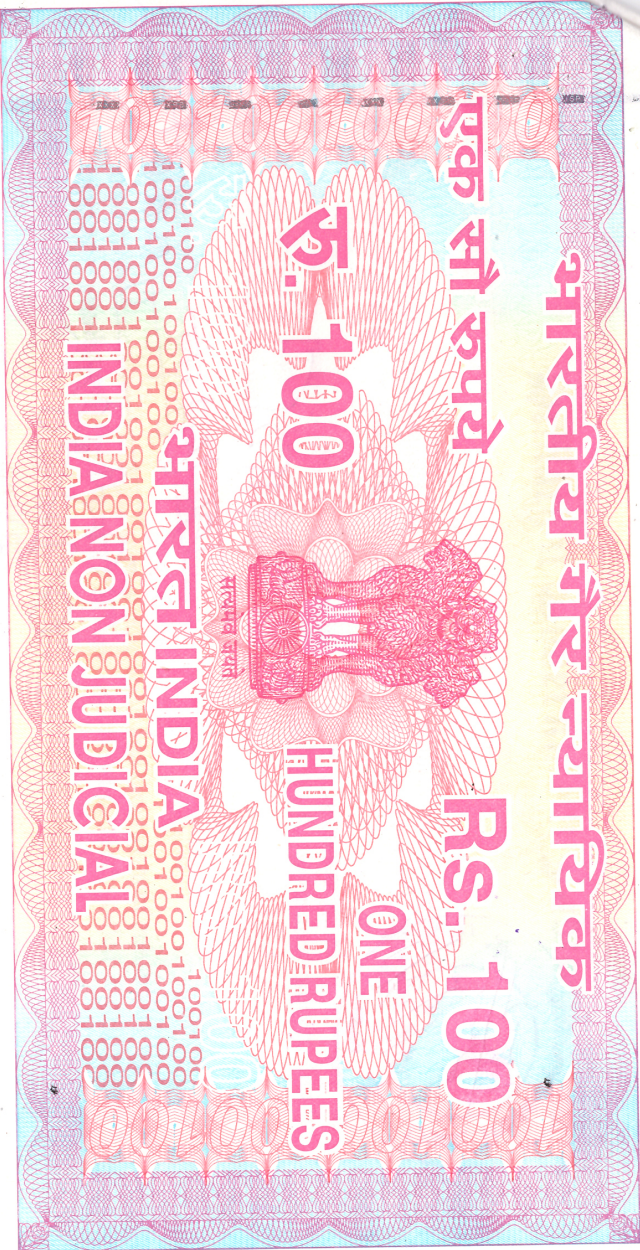
AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly has agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

Rajinder Singh उप रजिस्टर
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उप रजिस्टर
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हिमाचल प्रदेश HIMACHAL PRADESH

B 198714

NOW THIS INDENTURE WITNESSTH AS FOLLOWS :

1. SETTLEMENT

The party of the first part, the settler, does hereby settle the sum of Rs.5100 /- (Rs. Five thousand one hundred only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the Trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

2. NAME

The name of the Trust shall be "KEKATI FOUNDATION TRUST".

3. PLACE

The principal office of the Trust shall be situated at *Village Shillagran P.O. Shallahng Tehsil & District Kullu (H.P.) 175102* or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4. OBJECTS

i. **Educational:-** To run, maintain or assist any educational or other institution for coaching, guidance, counselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.

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ii. **Medical:-** To run, maintain or assist any medical institution, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.

iii. **Relief of the poor :-** To give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.

iii. **Other objects of general public utility :-**

- a. To promote education; including special education and employment enhancing vocation skills especially among children, women, elderly and the differently abled and livelihood enhancement projects.
- b. To promote gender equality; empowering women; setting up homes and hostels for women and orphans; setting up old age homes; day care centres and such other facilities for senior citizens and economically backward groups.
- c. To ensure environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agro forestry, conservation of natural resources and maintaining quality of soil, air and water.
- d. To make contribution to Prime Minister's National Relief Fund or any other fund set up by the Central/State Government or any other recognised body or institution for socio-economic development and relief and welfare of the scheduled castes, the scheduled tribes, other backward classes, minorities and women.
- e. To do all acts for protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of arts; setting up public libraries; promotion and development of traditional arts and handicrafts.
- f. To take measures for the benefits for armed forces veterans, war widows and their dependents.
- g. To promote and provide training for Rural sports, National recognized sports and Paralympics sports and Olympic sports.
- h. To take up the Rural Development Projects.
- i. To carry on any such project or programme as may be prescribed by the Central/State Government in this regard.
- j. To establish and run Play Schools, Elementary and Higher Education Schools and colleges, research and development centres, training centres, diagnostic centres, hospitals, clinics, libraries and publications.
- k. To provide medical relief to the poor, blind, disabled, or otherwise deserving persons;

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Himachal Government Judicial Paper

- l. To advance and promote Indian culture, literature and to inculcate patriotism especially amongst children.
- m. To grant donations to any person or institution devoted to public or for charitable purposes, co-operate and assist (including funding) any institution, individual or a group of individuals with like-minded aims and objectives.
- n. To lawfully acquire by purchase, gift or otherwise any movable or immovable property/properties for the purpose of the Trust and/or to invest the Trust funds in Bank deposits or other lawfully permitted securities.
- o. To sell, lease or otherwise transfer any of the properties whether movable or immovable of the Trust, which are not of any immediate requirement for the Trust and utilize the proceeds for the purposes of the Trust after taking necessary approvals as may be required under the law.
- p. To accept donations or endowments either as Corpus of the Trust or other general purpose.
- q. To carry on any lawful activity for raising funds for the purpose of the Trust.
- r. To appoint or employ any person or persons or other agency to carry on the objects of the Trust and to suspend, dismiss or take other disciplinary action against any of them.
- s. To expend lawfully any money belonging to the Trust for the purpose of the Trust.

5. FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any incumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the grantor. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.

6. INVESTMENTS

- i. All monies, which shall not immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of Trust or Trusts.
- ii. That the trustees shall invest the trust fund, carry on any business with the trust fund and/or enter into partnership on behalf of the trust, as they may deem fit.





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iii. That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstandings and meet all recurring and other expenses incurred in the upkeep or management thereof.

iv. That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries under the trust.

7. POWER OF TRUSTEES

That the trustees shall have the following powers :

- i. To manage all the assets and/or properties of the trust including the conduct of business;
- ii. To appoint employees and to settle the terms of their service, remuneration and termination;
- iii. To look into the management of the trust;
- iv. To invest the funds of the trust, in bank or in the purchase of company shares or securities or other movable and immovable properties;
- v. To sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;
- vi. To pledge or mortgage the trust properties for raising loans;
- vii. To open the bank accounts in the name and on behalf of the trust and to operate the same;
- viii. To enter into a partnership on behalf of the trust with any other party or parties;
- ix. To pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and management of the trust properties;
- x. To file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- xi. To accept any gift, donation or contribution in cash or in kind from anyone for the objects of the trust;
- xii. To seek legal opinion of lawyers and/or Chartered Accountants as and when required;
- xiii. To nominate their representatives for any of the aforesaid purposes.

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8. The number of the trustees shall not be less than two but not more than five.
9. In case of any difference between the trustees, the opinion of the minority shall prevail.
10. Every trustee will be at liberty to nominate or appoint attorneys or agents and to delegate all or any of the duties and powers vested in him to such attorney or agent, and to remove such attorney or agent and reappoint other or others in his place.
11. No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his wilful neglect or default.
12. Any of the trustees may retire on giving one month's notice in writing to the other trustee(s).
13. If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving trustee or trustees shall appoint a successor in the place of such trustee.
14. If at any time the number of the trustees is less than two, the existing trustee shall appoint one or more trustees.
15. Upon the appointment of a new trustee the trust properties shall vest in the new trustee jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinabove in this deed.
16. If the trust is determined by efflux of time, the corpus of the trust shall be divided amongst the beneficiaries in the shares as fixed by the trustees.

17. BANKING ACCOUNT

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees.

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18. ACCOUNTS AND AUDIT

i. The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March.

ii. The accounts of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

19. IRREVOCABLE
This Trust is irrevocable.

20. AMALGAMATION
The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner/Court/any other law as may be applicable for the time being.

21. WINDING UP

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

SETTLOR

WITNESS :

1. TRUSTEE

1. KARN THAKUR A.D.
DISTRICT COURTS KULLU (H.D)
2. Kuldeep Singh Shrotri Awar Singh
Village Kharai Panch P.O., Dusnibeg
Pun & Dutt Kullu,
(H.D)



सुपरी

जिला: कुल्लू

Party Details
Reference No. 610/2018

सब रजिस्ट्रार : कुल्लू

PhotoGraphs



Party Name and Address

Settler

1. Sh. Ravinder singh पुत्र Sh. Mahatama Singh पुत्र - Vill. shillagran P.O. Shallang Kullu

Finger Prints and Signatures

Trustee

1. Sh. Rajinder singh पुत्र Sh. Mahatama Singh पुत्र - Vill. Shillagran P.O. Shallang Kullu

Witness

1. Sh. Kuldeep Singh पुत्र Sh. Amar Singh पुत्र - Vill. Khani Pand PO Duglag Kullu

Identifier

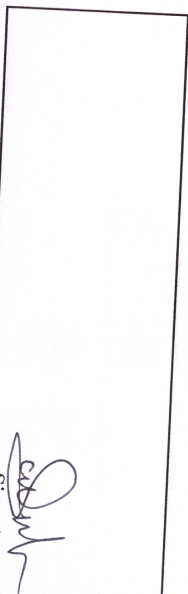
1. Sh. Kapil Thakur पुत्र - पुत्र - ,Adv. Distt. Court Kullu



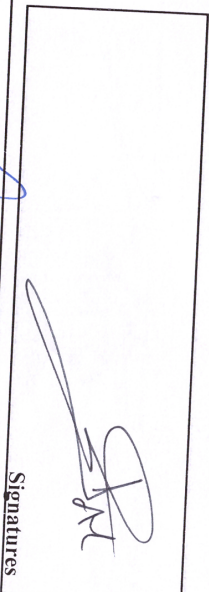
Signatures



Signatures



Signatures



Signatures

रिस - निकोट: हिमाचल प्रदेश

पृष्ठ संख्या : 8

दिनांक: 12-03-2018

उप रजिस्ट्रार
(सब रजिस्ट्रार)

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Deed Endorsement Details

जिला: कुल्लू

सब रजिस्ट्रार : कुल्लू

Book No.: 4

Registration No: 52/2018

Registration Date : 12/03/2018

Reference No.: 610/2018

Deed Name: TRUST

Sub Deed Name: Trustenama for other than Declaration of any Property

Presentation Date: 12/03/2018

Presenter : Sh. Ravinder Singh

No. of Deed Pages 7

No. of Additional Pages: 2

No. of Annex. Pages 5

Stamp Duty Detail:

[2] No(s) of Stamp Papers, Purchased From Sh. Mohinder Singh SV Kullu, Vide No. 41535 Dated 12/03/2018, Amounting to Rs.200/-

[2] No(s) of Stamp Papers, Purchased From Sh. Mohinder Singh SV Kullu, Vide No. 41535 Dated 12/03/2018, Amounting to Rs.200/-

Total [2] No(s) of Stamp Papers, Amounting to Rs.200/-.

Fee Details:

Receipt No.: 605/2018

Receipt Date: 12/03/2018

Registration Fee: 100

Pasting Fee: 10

Total Fee: 110

Mode of Payment: Challan

No:131

Date:12/03/2018 Amount: 110

Additional Book Pasting Details:

Total No of Pages 9

No of Pages Annexure Pages 5

Pasting Date : 12/03/2018

Pasting Date : 12/03/2018

Additional Book No 4

Supplementary Book No : 4

Volume No.: 236

Volume No: 68

From Page: 81

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To Page : 89


To Page:


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Certificate of Registration

[As per the provisions of Registration Act]

The Contents of this document were read over and explained to the Eecutant(s)/ Presenter(s) who understood all the conditions and admit(s) them to be true and correct. Hence, the Document is hereby, REGISTERED.


उप रजिस्ट्रार
हस्ताक्षर
कुल्लू रजिस्ट्रार


उप रजिस्ट्रार
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