



उत्तर प्रदेश UTTAR PRADESH

AB 495602

TRUST DEED

This deed of trust of "PANDIT RAMA SHANKAR APEX SHIKSHAN PRASHIKSHAN SEVA SANSTHAN" is made on this on ...14th (Tuesday) Jan 2020... Dhananjay Kumar Upadhyay son of late Shri Ganga Sagar Upadhyay Village Babhanuli, Post Garwar. District-Ballia Uttar Pradesh- 277121., hereinafter called as the "Settlor" of this Trust.

AND WHEREAS

The settlor is the absolute owner of a sum of Rs. 5,000/- (Rupees Five Thousand Only) And he is desirous of setting the said sum of Rs. 5,000/- (Rupees Five Thousand Only) upon public and charitable trust, subject to the provisions hereby declared and Concerning .

AND WHEREAS the TRUSTEES shall be:

- (i) Mr. Dhananjay Kumar Upadhyay (Chairman)
- (ii) Mrs. Pratima Upadhyay

All the above said parties will be collectively called as the "TRUSTEES" which expression shall include them, the survivors of them and the executors and administrators of the last survivor or the trustees for the time being of the trust created hereby:

BACKGROUND

The Settlor has determined to establish a trust for charitable purposes to be Known as Pandit Rama Shankar Apex Shikshan Prashikshan Seva Sansthan For the purpose of pursuing the listed in this Trust Deed.

The Trustees have agreed to act as the Trustees of the Trust.

The Settlor has paid to the Trustees the sum of Rs. 5,000/- (RUPEES Five Thousand only) to constitute the initial funds of the Trust.

Dhananjay



२-१-२०२०

क्रम संख्या-१२३-स्टाम्प विक्रय करने का दि०

स्टाम्प विक्रय करने का प्रयोजन-

स्टाम्प क्रेता का नाम व पूरा पता-

स्टाम्प की धनराशि-

ह० स्टाम्प विक्रेता-

उदय शंकर गुप्ता (स्टाम्प विक्रेता)

ला० नं०-३९७अवधि ३१-०३-२०२४तक विधिमान्य

कार्यालय सब रजिस्ट्रार, बलिया (उ० प्र०)

व्यक्त-जय कुमार उपाध्याय ५० खण्डासागर
उपाध्याय ला० बमनौली गडवा
बलिया





उत्तर प्रदेश UTTAR PRADESH

AB 495611

The Trustees wish to declare the trusts on which they hold the initial funds and all Other funds or property vested in or controlled by the Trustees for the benefit of the Trust (all being referred to in this Deed as the Trust Fund).

The Trustees wish to apply for incorporation as a Board under the Trust Act 1882.

The trust has five permanent members to look after the work organized by the trust time to time. The details of the members are given below:

Members:

- .Shri Mati Maya Upadhyay , Village- Babhanuli , Post- Garwar, Ballia
- . Shri Mati Pratima Upadhyay , Village- Babhanuli ; Post- Garwar, Ballia
- . Shri Mritunjay Kumar Upadhyay Village- Babhanuli, Post - Garwar, Ballia
- . Shri Mati Priya Upadhyay Village- Babhanuli, Post - Garwar, Ballia
- . Shri Shailesh Mohan Pandey Village+ Post – Kureji , Ballia

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS

1. TRUST FUND

The trustees declare that they hold all money and other property settled upon trust for those charitable purposes referred to this Deed together with all other money and property which may be added to it by way of capital or income ('Trust Fund').

Dhananjay



क्रम संख्या १२४ - २-१-२०२०

स्टाम्प विक्रय करने का दि०

स्टाम्प विक्रय करने का प्रयोजन-

स्टाम्प क्रेता का नाम व पूरा पता-

स्टाम्प की धनराशि-

₹० स्टाम्प विक्रेता-

उदय शंकर गुप्ता (स्टाम्प विक्रेता)

ला० नं०-३९७अवधि ३१-०३-२०२४ तक विधिमान्क

कार्यालय स० रजिस्ट्रार, बलिया (उ० प्र०)

श्रीमान् उपाह्पाय ५० ख० गंगा सागर
उपाह्पाय एन० कमलेश्वरी गडवा
बलिया



(3)

2. NAME OF THE TRUST

The name shall be known as 'Pandit Rama Sankar Apex Shikshan Prashikshan Seva Sansthan' or such other name as the Trustess may, by amendment to this deed, determine from time to time.

3. OFFICE OF THE TRUST

The registered office of the Trust shall be situated at village-Babhanuli, Post-Garwar, District-Ballia, Uttar Pradesh-277121. Or at such other Place as determined by the Trustees form time to time.

4. CHARITABLE OBJECTS OF THE TRUST

4.1 The charitable objects of the Trust('the objects) are:

- (a) To establish, maintain and schools, collages, Social service Centers, research center, Industrial Training center etc.
- (b) To establish, training center, and allied education institutions.
- (c) To establish, Cultural, and Social institutions
- (d) To spread for promotion of education and learning in all branches more specifically in Science and Technology
- (e) To advance Indian Culture and Literature, Service of this Country for the benefit of our Nation.
- (f) To train teachers and workers in ideals and practice of the true spirit of the education and learning.
- (g) To establish research and training centres for the furtherance of education / learning in it's various fields and branches.
- (h) To undertake propaganda , training and education of the masses either of its own or in co- operation with similar Agencies working for the cause of all round development of the Society.

Dhananjay



आवेदन सं०: 202000978000352

न्यास पत्र

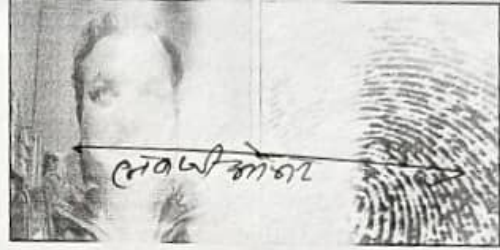
बही सं०: 4

रजिस्ट्रेशन सं०: 11

वर्ग: 20

प्रतिफल- 5000 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 20, योग - 6200

श्री धनन्जय कुमार उपाध्याय,
पुत्र श्री गंगा सागर उपाध्याय
व्यवसाय: अन्य
निवासी: सा70 बभनौली पोस्ट ~~राजकोट, बड़वाड़ा~~ जिला बलिया



ने यह लेखपत्र इस कार्यालय में दिनांक 14/01/2020 एवं 12:28:53 PM बजे
निबंधन हेतु पेश किया।

निबंधन अधिकारी के हस्ताक्षर

लाल जी राम
प निबंधक :सदर
बलिया
14/01/2020

~~इशामतुल्लाह रायन मास्टर~~



बलिया सदर लिपिक
निबंधक लिपिक

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- (i) 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.
- (j) To function as a Non-communal Trust and as a secular organization.
- (k) To establish centers for employment generation.
- (l) To acquire and maintain the movables and immovable properties for achieving and said objects.
- (m) To advance any other objects of general public utility.
- (n) To confer title on eminent personality in the field of science, education, literature, etc.
- (o) To establish the colleges to impart education in the area of higher education especially the emerging field like, Electronics, Bio-technology, and other allied fields.
- (p) To promote, encourage, assist, develop and support by any means whatsoever for rural development & vanish the poverty of the people.
- (q) To promote, encourage, assist, develop and support by any means whatsoever for Education and Literacy in the rural area.
- (r) To promote, encourage, assist, develop and support by any means whatsoever for Children health & Family welfare.
- (s) To promote, encourage, assist, develop and support by any means whatsoever for awareness programmed for drinking water and cleanness in the rural area.
- (t) To promote, encourage, assist, develop and support by any means whatsoever for Rehabilitation of aged people and take care of its health.
- (u) To undertake such other activities and provide such other assistance, whether by way of financial assistance/ support or otherwise as the Trustees see fit, of a charitable nature for the benefit of people.

4.2 No Limitation: The objects of the Trust shall not, except where the context expressly requires it, be in any way limited or restricted by reference to, or inference from, the terms of any other clause of this Deed.

Dhananjay



बही सं०: 4

रजिस्ट्रेशन सं०: 11

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उ
न्यासी: 1

श्री धनन्जय कुमार उपाध्याय, पुत्र श्री गंगा सागर
उपाध्याय

निवासी: सा0 बभनौली पोस्ट गडवार परगना को0 शर्की
जिला बलिया

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री लवजी ओझा, पुत्र श्री स्व रामजी ओझा

निवासी: सा0 व पो0 रघुनाथपुर जिला बलिया

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री श्याम नारायण यादव, पुत्र श्री स्व रामगोविन्द चौधरी

निवासी: सा0 गजियापुर पो0 टकरसुन्नी जिला बलिया

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:



(Handwritten signature)

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4.2 **Objects Independent:** The Trustees shall be empowered to carry out any one or more of the objects of the Trust independently of any other object of the Trust.

5. THE BOARD OF TRUSTEES SHALL HAVE THE FOLLOWING POWERS:

To manage the properties, assets and funds of the Trust, from time to time, such regulation (not being inconsistent with this deed) as they may think fit for and necessary for the purposes of such management and control or in connection with the execution of any of the subject herein contained or powers hereby vested in them and may rescind or alter any such regulation.

To accept donations, contributions, grants, subscription in cash or in kind from any person, company, firm, association, organizations, government, non government or semi- government agencies, national or foreign funding agencies, family Trust, or corporate bodies for furtherance and achievement of the Objectives of the Trust.

To appoint a managing Trustee, when necessary.

To review the affairs of the Trust and a necessary.

To appoint officers and members of staff for the trust and to prescribe their condition of service.

To open and to provide for operating banking accounts.

To raise loans with or without security or invite donation and financial help.

To receive the honorarium or salary against his/ her services or involvement in any of the project or programmed run by the Trust, which must be decided by the Board of Trustees and approved by the Chairman/ Chairperson.

To authorize person (s) to sign or execute documents on behalf of the Trust.

To grant receipts for aid or donation received.

Dhananjay



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To grant special Power of Attorney to represent the Trustees in Connection with any legal or other proceedings.

To acquire land or building on the lease or way of purchase.

To compromise, compound or refer to Arbitration all actions, Proceedings and disputes relating to Trust property or properties.

To sell or give on rent/ lease or on hire any immovable or moveable property of the Trust for some certain period (s) on such terms and conditions as the Trustees may think fit and proper from time to time.

To open any type of bank account(s) weather saving account, current account, fixed or otherwise, in the name of the Trus or Institution (s) or programme (s) run by the Trust with any scheduled banks (s) or post office (s) and to operate by the authorized signatory or signatories as Board of Trustees shall think fit and proper to authorize any person or persons unless and until determined otherwise the such bank account(s) shall be opened and operated jointly with signatures of any two members of Board of Trustees . The financial year for the Trust shall be from 1st April to 31st March and the accounts of Trust. or

Institution (s) or programme (s) run by the Trust shall be audited yearly by the auditors b(s) or chartered accountant or firm of chartered accountants to be appointed by the Board of Trustees and the fee for auditor(s), if paid, shall be a part of outgoing amounts from the Trust Funds.

To give guarantee of the assets and property of the Trust, including the bank guarantee on behalf of the Trust to corporate bodies, persons, firms, institutions, as Trustees may decide From time to time. The Trustees shall not be personally liable for such guarantees or the securities.

To gift lease, and transfer the immovable and moveable properties of the Trust.

To appoint lawyer, pleaders, advocated to file and defend suit or suits filed for and against the Trust and or in the name of the Trust and also file suits for financial and other disputes or dues with different parties and signed executed such application, petition documents for such proceeding and delegate powers to the officers(s), employee(s), staff(s) and Trustee(s) for such proceedings(s) as required from time to time.

Dhananjay



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To appoint new member or members of Board of Trustees by a resolution and to discharge any of the Trustee, who become Bankrupt or acts in any manner prejudicial to the interest or objects of the Trust or is convicted of an offence involving moral turpitude or become of unsound mind or is otherwise unfit to continue as Trustee, by resolution on passed by simple majority of members present and voting in the meeting of board of Trustees.

To appoint from time to time on such terms and conditions as they may determine a Secretary, Manager, Executive Director, Director(s) and other officer (s) or members(s) of staff for carrying out the activities of the Trust and to remove at any time any such Secretary, Manager, Executive Director, Director(s) and Other officer(s) or members(s) of staff.

After defraying all necessary expenses incurred in the collection or realization of the income from the Trust ten percent (10%) of the balance of the income shall be kept in a reserve fund to be utilized when, in the opinion of the Board of Trustees, there is any emergency and the remaining income may be utilized for the purpose of the Trust.

The Trustees shall invest the Trust fund in government securities, saving certificates, fixed deposits or in any other form of investment authorized under provisions of **INDIAN TRUST ACT** and **INDIAN INCOME TAX ACT 1961**, as they shall deem expedient.

It has further been decided that as and when the Trust is closed or dissolved all the funds of the Trust shall be transferred to the other recognized **Public Charitable Trust** having similar objectives.

All questions relating to the management of the Trust or the exercise of the powers vested in the Trust shall be decided at a meeting or, if necessary and expedient, by circulation. Every Such question shall be decided by a majority of the Trustees Present and voting in any meeting of Board of Trustees or by the circulation, as the case may be and action or decision of such majority shall be as valid as if it was done or made by the all Trustees. The Chairman/ Chairperson shall have a casting Vote.

In case of occurrence of any vacancy amongst the Trustees because of death, resignation or incapacity of any Trustee or any other cause, a new Trustee may be appointed to fill the Vacancy.

In case of occurrence of vacancy due to death of first Trustee namely Mr. Dhananjay Kumar Upadhyay his son Eshan Upadhyay will become Main Trustee (chairman) of the trust with all power as vested In the said Trustee Mr. Dhananjay Kumar Upadhyay.

Dhananjay



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All matters not provided for in this Trust deed but necessary for the administration of the trust or for giving effect to the objectives of the Trust may by resolution(s) made by the Board of Trustees carried by a special majority of two third of total number of the Trustees.

6. PUBLIC DONATIONS

6.1 Any donations or gifts of money within the meaning of Income Tax Act made to the Trustees for the objects of the Trust shall be placed in a fund established and maintained by the Trustees Exclusively.

7. ADMINISTRATION OF THE TRUST

7.1 The Trust shall be governed by a Board of Trustees comprising the Trustees for the time being of the Trust.

7.2 No person shall be appointed or remain in office as a Trustee who is a paid employee of the Trust or a paid employee of any council, trust or other organization which provides funds to the Trust.

8. **Chairperson:** The Trustees shall annually determine from amongst their number who shall be the chairperson of the Board of Trustees. The chairperson shall hold office for a period of one (1) year from their appointment, or such other period as determined by the Trustees.

9. **Eligibility to be a Trustee:** The following persons shall not be eligible for appointment, or to remain in office, as a Trustee:

- a. **Bankrupt:** A person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under the insolvency and Bankruptcy Code, 2016.
- b. **Conviction:** A person who has been adjudged bankrupt who has punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed on them;
- c. **Imprisonment:** A person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed on them;

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- d. **Disqualified Director:** A person who is prohibited from being a director or promoter of being concerned or taking part in the management of a Company under the Companies Act 2013;
10. **Vacancies of Trustees:** Where a Trustee ceases to hold office under this Trust Deed, the remaining Trustees may fill that vacancy with any eligible person.
11. **Resignation:** Any Trustee may resign from the Trust by giving no less than 30 days' written notice to the remaining Trustees and such notice shall take effect from the date specified, in the notice or, if there is no date specified, upon the expiry of 30 days from the date the letter was sent.
12. **Ceasing to Hold Office:** In addition to the power to remove Trustees, the vacation of office on certain events occurring and the right of a Trustee to resign from office, the following Circumstances shall also result in vacancy in a Trustee's term of office:
- a. **Failure to Attend:** A Trustee who fails to attend two consecutive meetings of board of trustees without prior written notice and reasonable explanation (as determined by the other Trustees) shall be deemed to have vacated their office;
 - b. **Death:** Upon the death of a Trustee Their position shall be deemed to be vacant.
13. **Recording :** Upon every appointment, reappointment, removal or cessation of office of any Trustee, the Trustees shall record such fact in the minute book of the Trust.
14. **MEETINGS OF THE TRUSTEES**
- 14.1 **Time and place for meetings:** The trustees shall meet at such place and times, and in such manner, as they determine. The chairperson shall chair Trustee meetings, or in his/ her absence any other Trustee as determined by the Trustees.
- 14.2 **Facsimile/ Email resolutions:** A resolution in writing, signed or assented to by facsimile, or other form of visible or other electronic communication by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees.
- 14.3 **Meetings by Tele- Conference etc:** A meeting of the Trustees may be held where one or more of the Trustees is not physically present at the meeting, provided that:

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- a. All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously either by means of telephone or other form of communication;
- b. Notice of the meeting is given to all the Trustees in accordance with the procedures agreed from time to time by the Trustees and such notice specifies that Trustees are not required to be present in person at the meeting;
- c. If a failure in communications prevents clause 14.3a from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until condition (a) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned.

14.4 Any meeting held where one or more of the Trustees is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Trustee is present at such place. If no Trustee is present at such place the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

15. ADMINISTRATION

15.1 Quorum: A quorum of four (4) Trustees is required for all meeting of the Trustees.

15.2 Voting : Each Trustee present at a meeting shall be entitled to one (1) Vote.

15.3 Majority Decisions: Except as otherwise provided in this Deed, all resolutions passed at a meeting of the Trustees shall be by a majority of Trustees present at the meeting and any such resolution shall be binding on all Trustees. The chairperson shall have a deliberative (or original) vote as well as a casting vote in event of a tie or equality of votes.

15.4 Conflicts of Interest: If any Trustee has or may have a conflict of interest (as determined by the Trustees), the Trustee shall declare their interest in the Minute Book and may participate in the deliberations affecting the matter but s/he shall not vote on such matter and shall leave the meeting for any such vote, unless stated otherwise in this Deed.

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15.5 Minutes: A minute book shall be provided and kept by the Trustees. Minutes of the proceeding of all meeting of the Trustees shall be prepared and entered in the minute book, and if confirmed at a subsequent meeting of the Trustees, shall be signed by the chairperson as a true and correct record.

15.6 Bank accounts: The Trustees shall keep an account or accounts at such bank or banks or financial institutions as they shall from time to time determine. Cheques and other debits from the account or accounts shall be signed by such person or persons as the Trustees shall from time to time authorize in writing.

15.7 Accounts and audit: The Trustees shall keep full and correct records and accounts of all their receipts, credits, payments, assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the Trust. As soon as practicable after the end of each financial year or any other date adopted from time to time by the Trustees as the end of the Trust's financial year ('Financial Year'), the Trustees shall ensure that financial statements are prepared including a statement of position, a statement of financial performance and notes to those statement giving a true and fair view of the financial position of the Trust for that Financial Year. Such financial statements may be audited by a chartered accountant appointed for that purpose by the Trustees determine.

15.8 Execution of Documents:

- a. All documents required to be executed by the Trustees shall be deemed to be validly executed and binding if those documents have been entered into and executed by the authority of the Trustees previously given and signed by at least two Trustees or any other person appointed by the Trustees for that purpose.
- b. The Trustees shall have a common seal which shall be held by a Trustee or other person nominated by the Trustees, and shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trust. Every such affixing shall be performed in the presence of, and accompanied by the Signatures of either:
 - i. Any two Trustees; or
 - ii. The Chairperson and a staff member determined by the Trustees.

15.9 Tax Returns: The Trustees shall ensure that all necessary tax accounts, returns, reports, declarations, notices, Certificates, reconciliations and other information required by the Revenue Department are prepared and filed so as to allow the Trust to retain its agreed status for taxation purposes.

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15.10 Notices: Any notice to be given to the Trustees under this deed shall be in writing signed by the person or persons giving the notice and served at the registered office of the Trust. Any such notice or document shall be deemed to be duly given:

- a. **By hand:** if delivered by hand, when so delivered;
- b. **By facsimile:** if delivered by facsimile, when receipt is confirmed;
- c. **By email:** if delivered by email, when receipt is confirmed;
- d. **By post:** if delivered by post, on the third working day after posting.

16. STAFF

16.1 Appointment: The Trustees may employ such staff as they consider appropriate to work for the Trust on such terms as they consider appropriate.

16.2 Attendance at Trustees' Meeting: Staff employed under clause 16.1 may be required to attend meeting of the Trustees but shall not be entitled to vote.

17. TRUSTEES'

17.1 Liability for Loss: No Trustee shall be liable for any loss to the Trust Fund arising:

- a. **Investment:** by reason of any improper or imprudent investment made by any Trustee in good faith;
- b. **Agent:** from the negligence or fraud or delay of any agent instructed by any Trustee in good faith;
- c. **Mistake:** by reason of any mistake or omission made by any Trustee in good faith;
- d. **Delay:** by reason of any delay caused by any Trustee;
- e. **Deposit of Funds:** by reason of all or part of the Trust Fund being lawfully deposited in the hands of any banker or solicitor;
- f. **Security:** by reason of the insufficiency or deficiency of any security upon which all or part of the Trust Fund may be invested;
- g. **General:** by any other act of any Trustee;

unless attributable to that Trustee's own dishonesty or to the wilful commission or omission of any act known by that Trustee to be in breach of trust .

17.2 Trust Act 1882: Subject to clause 17.1, the care, diligence and skill to be exercised by the Trustees shall not be that required by the Trust Act 1882 but shall at all times be the care, diligence and skill required that a prudent person of business

Dhananjay



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would exercise in managing the affairs of others, even through the Trustees may from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others .

17.3 Proceedings : No Trustee shall be bound to take, or be liable for their failure to take, any proceedings against another Trustee or Trustees for any breach or alleged breach of trust committed by such other Trustee or Trustees .

17.4 Receipt of Monies: Subject to clauses 17.1 and 17.2, a Trustee shall be changeable only for such monies as shall actually have been received by that Trustee. For the purpose of this sub clause, a Trustee shall be deemed to have received monies even if not actually paid to that Trustee if those monies have been credited in any account, reinvested, accumulated, capitalized, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that Trustee's behalf

18. RESTRICTIONS ON BENEFIT FROM THE TRUST

18.1 No Determination of Income: If any business is carried on by or for the Benefit of the Trust, no person with some control over that business shall be able to divert any amount derived from that business to their own benefit or advantage, or otherwise cause the income of that business to cease to be exempt income pursuant to the Income Tax Act.

19. INDEMNITY

Each Trustee shall be indemnified out of the Trust Fund for and in respect of any Loss or liability which such Trustee may sustain or incur by reason of the carrying Out or omission of any function, duty or power of the Trustees under this Deed, Unless such loss or liability is attributable to such Trustee's dishonesty or to the Willful commission or omission by such Trustee of an act known by such Trustee to Be a breach of trust.

20. NO PRIVATE PECUNIARY PROFIT

Nothing expressed or implied in this Deed shall permit the activities of the Trustees, or any business carried on by or on behalf of or for the benefit of the Trustees upon the trusts of this Deed , to be carried on for the private pecuniary profit of any individual .

Dhananjay



21. INCORPORATION

The Trustees shall ensure the Trust remains registered as an incorporated Trust Under and in compliance with the Trust Act 1882 .

22. ALTERNATIONS TO THIS DEED

The Trustees may, from time to time, by resolution carried by a two- thirds majority of the Trustees alter, revoke or amend any or all of the terms of this Deed, provided that no such alteration, revocation or amendment shall be made which detracts from the objects of the Trust, or which may affect the charitable Nature of the Trust .

23. LIQUIDATION/DISSOLUTION

23.1 Resolution: The Trust may be wound up or dissolved upon a unanimous resolution of all the Trustees at a meeting of the Trustees called for that Purpose. There shall be no less than thirty (30) days' notice given of such meeting to the Trustees .

23.2 Surplus property: On the winding-up of the Trust or its dissolution by the appropriate adjudicating authority under the Trust Act 1882, all surplus assets after The payment of costs, debts and liabilities shall be given to such exclusively charitable organization as the Trustees decide, or, if the Trustees are unable to make such decision, shall be disposed of in accordance with the directions of the appropriate adjudicating authority .

24. GOVERNING LAW

The trust shall be governed by, and construed in accordance with the laws of India.

25. TRUST PROPERTY: At present the trust has no immovable and landed property save and except the trust value amounting to Rs. 5,000/- (Rupees Five Thousand Only) in its own name and no immovable and landed property is being settled in favor of this trust by this document

26. All aims /objects /purpose of the trust herein stated shall come into effect /force after Necessary appointment of the competent Government Authority in the case where Affiliation /permission /licenses /sanction is required.

Dhananjay



27. Functions of trust:

(a) The trust will never do acts which are illegal and unlawful in nature and also oppose to the public policy and contrary to the law of the country in connection with section 4 for which the trust and the trustees are responsible for that and come under all punishable Law (CRPC and IPC).

(b) The trust will never do acts like Micro Financing and Money Laundering Act, 2012, Economic Offence / crime in connection with Section 20 and in nature and shall not obtain any donation or like that from abroad without getting permission of FCRA ACT , from the center Government / the competent Government authority, which the trust and the trustees are responsible for that and under all the punishable Law (CRPC and IPC) .

28. Applicability of Trust Act, 1882: Under Section 4 and / or the other provisions of The Indian Trust Act, 1882 shall apply to all matters not specifically or specially Mentioned in these presents.

IN WITNESS WHEREOF the trustees hereto have executed and delivered these presents the day , month and year first above written .

EXECUTED AND DELIVERED by
The SETTLER at Ballia
In the presence of :



Dhananjay



साक्षी :- श्रीमान् रामचन्द्र शर्मा पुत्र
श्रीमान् रामचन्द्र शर्मा श्रीमान् रामचन्द्र शर्मा
श्रीमान् रामचन्द्र शर्मा श्रीमान् रामचन्द्र शर्मा

साक्षी लक्ष्मी उमेश
श्रीमान् रामचन्द्र शर्मा
श्रीमान् रामचन्द्र शर्मा
श्रीमान् रामचन्द्र शर्मा

मंसौदाकर्ता :- विशाल कुमार इंडस्ट्रियल सिविल कोर्ट

कलिया लान नं० UP6526/15

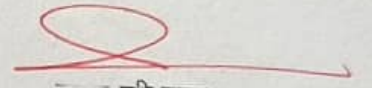
दिनांक :- 14-01-2020

आवेदन सं०: 202000978000352

बही संख्या 4 जिल्द संख्या 157 के पृष्ठ 325 से 354 तक क्रमांक
11 पर दिनांक 14/01/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर




लाल जी राम
उप अधिक : सदर
कलिया
14/01/2020