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of "MONTESORINARGIS DUTT EDUCATION^{AL} TRUST."

TRUST DEED
OF
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This deed of Trust is made today the 29th day of March, 2006 at Jammu by and between:

1. Sh. Anil Chowdhary S/o Sh. S.R. Chowdhary
R/o 37-A, Karan Nagar, Jammu.
(hereinafter referred to as Settlor)

&

2. Smt. Happy Gupta W/o Sh. Anil Chowdhary
R/o 37-A, Karan Nagar, Jammu.
(hereinafter referred to as Trustee)

Whereas the Settlor is possessed of a sum of Rs. 50000.00 (Rupees Fifty thousand Only) and is desirous of settling the same amount in a Trust of general public utility without any discrimination having no profit motive and accordingly it has been declared & agreed by the parties as under:

1. That the name of the Trust shall be "^{Montessori} Nargis Dutt Education^{al} Trust".
2. That the Office of the Trust shall situate at Vill. Kotli, Gala Bana, The. R.S. Pura, Distt. Jammu.
3. That the objects for which the Trust is created are:-
 - a. To undertake educational activities and for this purpose to construct, run and maintain Schools, Colleges and Educational Centers.
 - b. To grant Scholarships, Stipends, Prizes, Rewards, Financial and other assistance to students.
 - c. To establish Libraries and Book Banks for the benefit of the students.
 - d. To purchase and maintain play grounds for the purpose of the students.
 - e. To construct, maintain and run hostels for the benefit of the students.
 - f. To conduct Educational Tours and Debates for the expansion of knowledge and betterment of the students.
 - g. To publish literature for the betterment of the students.
 - h. To take over any running educational institution having its objects similar to the objects of this trust.
 - i. To do all acts necessary and conducive to the achievement of the object or objects mentioned hereinabove.

2 the [unclear] for Sub-Registrar, Rs. Pura.
Asant: S.R. Sandhi;

This [unclear] 7 [unclear] has been presented before
me today 24th day of April 2006 at about
10.43 am by Sh. Mit Chandray of Sh. Dita Ram & Sona
Krupa Supta of Sh. Mit Chandray Sona of B.T. A Kanna
Nagar Jammu for registration. Parties are identified
by Sh. Ajay Bhatti Advocate, Jammu, the contents of
the document have been read over & explained
to the parties who admit its execution &
correctness. Document is admitted to registration.
Reg. fee of Rs 4/80 has been charged vide Ed
no 4707883 dated 24.4.06. Remitt in Sona
Krupa. Return in form 4R.

Settler

Mit Chandray
Trustee

[Signature]
[Signature]

REGISTRAR
RS. PURA

registered in Book no. 121 & NO 121 Registration fee
4/80 Deposited Under 4707883
24-4-06

GISTRAR
RS. PURA

Funds

4. That the amount settled by the Settlor on Trust today amounting to Rupees Fifty thousand will be the initial corpus of the Trust and the Trustees are hereby further empowered to collect donations from Government, public Undertakings and other persons in the manner they desire. That cheque no. 4379999 dated 26.03.2006 for Ra. 50,000/- has been handed over to the trustee Smt. Happy Gupta.
5. That the corpus or funds of the Trust not immediately required is to be deposited in the Bank or to be invested in any Government Security to which the Trust is entitled.
6. That the Trustees are empowered to open and to maintain Bank Account or Accounts and to operate the same in the manner they decide from time to time.
7. That it is agreed and declared that no part of the Trust Fund shall be utilised by the Settlor or Trustees for their own purpose nor they will be entitled to borrow the funds of the Trust at any rate.

Management

8. That the Trust shall be managed by the Board of Trustees consisting of all the trustees.
9. That the maximum number of Trustees shall be 5 and not less than two at any time.
10. That the Trustees will hold their meetings at least four times in a year but not more than an interval of three months in each meeting.
11. That $\frac{2}{3}$ rd Trustees personally present will be the quorum for the meeting (fraction to be rounded to one).
12. That any Trustee may resign from the Trusteeship and the Trustees may accept the same in the ensuing meeting of the Board of Trustees.
13. That the Trustees are empowered to fill up the vacancy in the Board of Trustees.
14. That a person of the age of 21 years or beyond having interest in the Objects of the Trust can be taken as Trustee by the Trustees at the relevant time.
15. That the Trustees who are found to work derogatory to the interest of the Trust may be removed by $\frac{2}{3}$ rd majority of the Trustees in their meeting but before that the Trustees are required to give notice to such Trustee for the lapses on his part (Fraction to be rounded to one).
16. That any Trustee who is leaving India for good or who remains absent continuously in three meetings without permission can be removed from the Trusteeship of the Trust.
17. That the Trustees are empowered to reimburse for the expenses incurred for the Trust and its activities out of their own funds.

Accounts

18. That the Trustees shall maintain true and fair accounts of all receipts and payments of the Trust and accounts so maintained shall remain at the Office of the Trust.
19. That the accounting year of the Trust will be from April to March every year. Gupta

20. That the Trustees are empowered to appoint a Chartered Accountant for audit of the accounts of the Trust yearly and to fix his remuneration.
21. That the accounts so prepared and audited shall be placed before the Special Meeting of the Trustees within three months of the closure of the accounts alongwith the report of the Auditors.

Trust Meetings

22. That the decisions are to be taken by majority.
23. That personal presence of 2/3rd Trustees will be the quorum for a meeting (fraction to be rounded to one).
24. That such meetings are to be called by giving seven days notice to the Trustees but a special meeting can be convened by a short notice of 12 hours.

Special Meetings

25. That the Trust will have in a year its special meeting before 30th Sept. of every year in which the audited accounts of the Trust are to be placed before the Special Meeting of the Trustees to approve and adopt such accounts and the report, and budget for the ensuing year shall also be placed before the meeting.

Investments

26. That the funds collected for the Trust shall be utilized for carrying out the objects of the Trust or acquiring the capital assets or constructing the building, etc, for the purpose of the Trust.
27. That in case any surplus remains with the Trust the same will be invested in the Government Securities permitted for the Trust or to remain in the Bank in F.D. or S.B. Accounts.
28. That no part of the funds shall be invested in shares or advance or loan to others except as required for attaining the objects of the Trust.

Nature of Trust

29. That the nature of Trust is Public Charitable Trust and the benefit of the Trust shall be available to the beneficiaries without any distinction of casts, creed, religion or sex.

Powers of Trustees

30.
 - a. That overall control of the Trust shall be in the Trustees who will exercise their powers and control through the Executive Committee of the Trustees appointed by them for this purpose or through the office bearers elected by themselves out of them.
 - b. To raise, collect or arrange for the donations for the benefit of the Trust and to invest such funds from time to time.
 - c. To decide about the educational activities, health services to be undertaken by the Trust.
 - d. To make rules for running of the Institutions or giving donations or appointment of the Officers, Teachers, Doctors, and other staff as well as for the meetings to be held by them.
 - e. The Trustees are empowered to appoint and terminate the employees of the trust.

Amal Chandra

- g That the Trustees can acquire immovable property in the Jammu & Kashmir State or elsewhere in the name of the Trust by way of lease, Sale/Purchase, Gift, Bequeaths and/or by way of any other recognized mode of transfer of immovable property, in the name of Trust for purpose of accomplishment of objectives of the Trust like construction of Schools/Colleges or for Construction of any other building/s or their Offices in any manner as may be deemed fit and proper by the Trustees; and
- h That the Trustees may raise loan facilities in the name of the Trust i.e., ^{MS. At 23/2/2011} "Nargis Dutt Education Trust" from any Bank /Financial Institution as Working Capital and / or for purpose of construction of Premises for Schools/Colleges other buildings and Offices of the Trust and/or for the purchase of any other movable or immovable asset or for any other purpose and on such terms and conditions as the Trustees may deem fit and appropriate; and
- i That the Trustees shall be authorized to hypothecate, pledge, mortgage and/or charge the assets of the Trust and/or rights of the Trust over such assets to such Bank/Financial Institutions from which the Trust may secure loan facilities; and
- j That the loan documents for the said purpose shall be executed in favour of such Banks/Financial Institutions by all the Trustees under their seal and signature; and
- k ^{C. Montessori} That any loan document/s so executed for and on behalf of the Trust viz "Nargis Dutt Education Trust" Trust shall be binding on the Trust till such loan facilities are adjusted in full.
- l The Trustees may institute, conduct, defend, compound or abandon any legal procedure by or against the Trust or Trustees and allow time and indulgence for payment or satisfaction of any debt due or for any claims or demands by or against the Trust.
- m The Trustees of the Trust may obtain payments of money from all Courts and Departments of the State and Central Governments including local authority or authorities.
- n The Trustees may purchase, construct, alter, take on lease, rent partly or fully immovable or movable property from time to time. They shall have power to sell movable or immovable property of the Trust by two third of the majority in the best interest of the Trust as and when necessary and to use these proceeds for the objects of the Trust only.
- o The Trustees may authorize any of the Trustees to appear before the registrar or sub registrar or any other officials appointed for registration of deeds, documents and other instruments and to execute, present, admit and register or cause to registered any deed, documents etc. in which the Trust is interested or involved.
- p The Trustees shall have the power to pull down, renovate, rebuild, alter, improve, develop, or repair any immovable property comprised in the Trust Fund, or construct any structure on any land forming part of the Trust Fund, or enter into any agreements or covenants with the owners of, or persons interested in, any other properties, whether restrictive or otherwise, for the benefit of the properties comprised in the Trust Fund, or insure any immovable properties against loss by fire, lightning, or civil commotion, or other risks or losses, or against loss of rents as they may think proper from time to time. Trustees shall have the power to use the income and interest of

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[Signature]

the Trust Fund from time to time for rebuilding or reinstating immovable properties or erecting new buildings.

- q The Trustees may draw, make, negotiate, endorse, discount, execute and issue cheques, notes, or other negotiable or transferable instruments, securities for the purpose of the Trust and delegate such powers to such persons in such manner as they think fit.
- r The Trustees may do all acts, matters and things which are conducive, incidental and/or ancillary to the foregoing aims or objectives of the Trust, or which are necessary or can conveniently be carried out for the attainment of the above aims and objectives.
- s The Board of Trustees may frame such rules and regulations and pass resolutions which would be helpful for the proper management of the Trust or Trust Fund and attainment of its objects. The rules and regulations framed or resolutions passed by the Board of Trustees or any additions, rectifications or changes made, which are not inconsistent with the aims and objects of the Trust shall have effect as if that is included in the original deed of Trust.
- t That the first trustees may for more Trustees. However the total number of Trustees shall not exceed five at any time.
- u The Board of Trustees shall consist of all the Trustees shall consist of all the Trustees i.e., the first Trustees and those who may be appointed hereafter but shall not include Trustees who have resigned, expelled, declared insolvent or of unsound mind.

Office Bearer/ Managing Trustee

- 31. Sh. Anil Chowdhary is appointed as the Managing Trustee and Smt. Happy Gupta as the Joint Managing Trustee (hereinafter referred to as Managing Trustees) who shall jointly manage the affairs of the Trust and look after its day-to-day working. All records of this Trust shall remain in the custody of the Managing Trustees. Managing Trustees are entitled to call for the meetings of the Trust under the permission of the Board of Trustees.
- 32. That the Managing Trustees shall be empowered to represent the Trust in all cases before any court or authorities.
- 33. That the Managing Trustees shall prepare the Annual Report of the Trust and place the same before the Board of Trustees.
- 34. That all the major policy, decisions, other than of routine matter shall be taken by the Board of Trustees and the Managing Trustees shall work under the control and supervision of the Board of Trustees and shall exercise such powers as are delegated to them by the Board.

Winding Up

- 35. That the Trust can wound up its affairs if finds it difficult to run the activities of the Trust any more but no part of the funds of the Trust and its property shall revert back to the Trustees.
- 36. That in case the Trust decides to wind up its activities it may handover the corpus of the Trust its assets and liabilities to another trust having same or similar objects.
- 37. That the Board of Trustees shall call an extra ordinary meeting of the Trustees for the purpose by giving 14 days notice to the Trustees and a resolution passed by 2/3rd majority of the Trustees present shall be the requirement of the winding of the trust.

Sh. Anil Chowdhary

Happy Gupta

38. The accounts maintained shall be closed every year on 31st March on which date an Income and Expenditure Account for the year and Balance Sheet as on the date of closing shall be prepared and be placed before the meeting of Trustees after getting the same audited.
39. The accounts of the Trust are to be audited by a Chartered Accountant appointed by the Trustees in their meeting.

Amendment In The By Laws Of The Trust

40. That Board of Trustees may amend any of the by laws herein mentioned above other than the main objects of the Trust for the proper governance, better persual of objects of the Trust.
41. That the Board of Trustees may add, amend the rules as may be required from time to time to fulfill the objects of the Trust more effectively.

Borrowing Powers

42. That Board may from time to time raise or borrow any sum of money for and on behalf of the Trust from the Banks, Financial Institutions, Finance companies or other persons or trustees may themselves advance money to the Trust on such interest as may be approved by the Board.
43. That the Board for this purpose in its meeting may authorize any person among themselves and/or any employee / Officer of the Trust to execute, sign various documents, complete various formalities and represent for and on behalf of the Trust before any authority.

44. That: *we*

1. Sh. Anil Chowdhary
- &
2. Smt. Happy Gupta

as above mentioned Settlor and the Trustees (who have agreed to act as Trustees) have signed today this deed of Trust before the witnesses.

Witnesses

1. *[Signature]*
(Ritti Prasad)
S/o Sh. Chel Ram Sharma,
Vil. Gagjan, Railway Line Patni
R.S. Road
2. *[Signature]*
(Malvinder Singh)
S/o Sh. Kalyan Singh, Vil. Singh Pura,
Miran Sahib, R.S. Road

Drafted by me

[Signature]

O.P. Garg

Chartered Accountant

1. *[Signature]*
Sh. Anil Chowdhary
(Settlor cum Trustee)
2. *[Signature]*
Smt. Happy Gupta
(Trustee)