Deed Endorsement Details

जिला: सोलन

सब रजिस्ट्रार : बद्दी

Book No.: 1 **Registration No: 2173/2019** **Registration Date : 13/11/2019**

Refernce No.: **2675/2019** Deed Name: **TRUST**

Sub Deed Name: **TRUST for declaration**

Presentation Date: **13/11/2019** Presentor : **Sh Sandeep Kumar Dhiman & Others**

No. of Deed Pages **16** No. of Additional Pages: **3** No. of Annex. Pages **5**

Stamp Duty Detail:

[1] No(s) of Stamp Papers, Purchased From Ankush Sharma SV Baddi, Vide No. 9928 Dated 11/11/2019, Amounting to Rs.100/-

Fee Details: Receipt No.: **2,643/2019** Receipt Date: **13/11/2019**

Registration Fee: **40** Pasting Fee: **10** Total Fee **50**

Mode of Payment: **Cash** No:- Date: Amount: -

Additional Book Pasting Details:

Total No of Pages	**19**
Pasting Date :	**13/11/2019**
Additional Book No	**1**
Volume No.:	**1784**
From Page:	**12**
To Page :	**30**

Supplementary Book Pasting Details:

No of Pages Annexure Pages	**5**
Pasting Date :	**13/11/2019**
Supplementary Book No :	**1**
Volume No.	**604**
From Page:	**37**
To Page:	**41**

Certificate of Registration

[As per the provisions of Registration Act]

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

SUB REGISTRAR BADDI

हस्ताक्षर

13 NOV 2019

DISTRICT SOLAN (H.P.)

Party Details

PhotoGraphs



Party Name and Address	Finger Prints and Signatures

Author

1. Sh Sandeep Kumar Dhiman पुत्र Sh Jarnail Singh पुत्र - ,Village Gullarwala Tehsil Baddi Distt Solan HP

Signatures

Trustees

1. Sunil Kumar पुत्र Sh Joginder Kumar पुत्र - ,R/o VPO Haripur Sandholi Tehsil Baddi Distt Solan HP

Signatures

2. Sh Lalit Kumar पुत्र Sh Didar Singh पुत्र - ,Village Surajmajra Ward No 2 Tehsil Baddi Distt Solan HP

Signatures

Witness

1. Sh Parvesh Kumar Nambardar पुत्र Sh Ram Lok पुत्र - ,Village Baddi Sheetalpur Tehsil Baddi Distt Solan HP

Signatures

SUB REGISTRAR BADDI

13 NOV 2019

DISTRICT SOLAN (H.P.)

Party Details

Reference No. 2675/2019

Party Name and Address	Finger Prints and Signatures
Witness	
2. Sh Ritesh Kumar पुत्र Sh Joginder Kumar पुत्र - ,VPO Haripur Sandholi Tehsil Baddi Distt Solan HP	 Signatures
Identifier	
1. Sh Hakim Deen Nambardar पुत्र Sh Sher Mohd पुत्र - ,Village Kasambowal Gujjran Tehsil Baddi Distt Solan HP	 Signatures

हस्ताक्षर

SUB REGISTRAR BADDI

13 NOV 2019

DISTRICT SOLAN (H.P.)





हिमाचल प्रदेश HIMACHAL PRADESH

C 264449

R.C 13/11

NATURE OF DOCUMENT
TRUST DEED
PAGES: 15

STAMPS VALUE
RS.100/-
LINES:~~197~~

TRUST DEED OF SH . MANGAL EDUCATIONAL TRUST

This Indenture of Trust made this 13th day of November ,Two Thousand nineteen at Baddi .

BETWEEN

Sh. Sandeep kumar Dhiman S/o Jarnail Singh R/o Village –Gullarwala P.O Karuvana Teh. Baddi Distt-Solan {H.P} age 34 years Occupation –Businessman HEREINAFTER CALLED THE SETTLER,OR (which Expression Shall unless inconsistent with or repugnant to the subject or context there of include his heirs, executors and administrators) OF THE ONE PART .

AND

1. Sh. Sunil kumar S/O Sh. Joginder Kumar, Age 30 Yrs. Occupation Private service R/o V.P.O –Haripur Sandoli. Teh. – Baddi, Solan {H.P} **And**

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

9928
11/11/19

Mangal Educational Trust Baddi

Vill. Dharampur
Po. Thana
Baddi

1010
07/11/19

ANKUSH SHARMA
Stamp Vendor BADDI

Dr. Ritesh

2. Sh. Lalit Kumar S/O Sh. Didar Singh, Age 26 Yrs. Occupation Businessman R/O Suraj Majra Ward No. 2 Nagar Panchayat Teh. Baddi Distt. Solan (H.P) HEREINAFTER CALLED THE TRUSTEES (which expression shall unless inconsistent with or repugnant to subject or context there of include the servivors or survivor of them and others .The Trustees or Trustee for the time being of these presents and the executors, executer or administrator of the last surviving Trustee) OF THE OTHER WHEREAS the Settler is desirous of irrevocably setting the sum of Rs.5,000/-(Rs. Five Thousand only) UPON TRUST for the PUBLIC CHARITABLE PURPOSES. As hereinafter expressed or contained in these presents and in pursuance of such desire ,has handed over prior to the execution of these presents the sum of Rs.5000/- (Rs. Five Thousand only),to the Trustees /Trustee by CASH

AND WHEREAS it is the desire and belief of the SETTLOR that the corpus of the Trust may be further augmented form time to time by the flow of funds and other assets by way of GIFTS or DONATIONS or CONTRIBUTIONS

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In pursuance of the said desire and for carrying out such desire to effect the Trustee OR both hereby grant transfer and assign unto and upon the "TRUSTEES" the said amount Rs. Five Thousand already handed over to the Trustees (by way of corpus) AND ALL the right ,right title and interest ,claim and demand into or upon the said sum of Rs. Five Thousand only TO HAVE AND TO HOLD the said sum of Rs. Five Thousands UNTO THE TRUSTEES ,UPON AND SUBJECT to the trust's powers and provisions hereinafter declared and expressed and concerning the same.

2. For the consideration aforesaid ,THEY,THE TRUSTEES ,hereby covenant with the SETTLOR, heirs executors and administrators ,that they THE TRUSTEES . All stand and be possessed of the said sum of Rs. Five Thousand and the investment for the time being representing the same and all shares , stocks funds and securities of these presents be substituted or added or donated or gifted to ,or for the purpose of TRUST and in due execution of the trust and powers of these presents all of which are hereinafter in these present designated as (THE TRUST FUNDS) UPON TRUST for the uses and with and subject to the power, provisions , directions and agreements hereinafter declared and contained of and concerning the same.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

3. The Trustees shall stand and be possessed of the said TRUST FUND upon trust to receive the interest , dividends and other income thereof and there out and in the first price to reimburse themselves or pay and discharge all the Costs, charges and expenses incurred in or about or incidental to the administration of execution of the trusts or power of these presents and other taxes ,payable in respect thereof and the costs of meeting the ordinary repairs if any movable or immovable property or properties , if for the time being subject to the trust of these presents AND SUBJECT thereto upon trust, to apply the RESIDUE of the said interest, dividends, and other income Hereinafter called the said income and at their absolute discretion to apply the whole or any part of the CORPUS of the TRUST FUND for Public Charitable Purpose in INDIA, including:

   A) May think fit: including Scientific Lab
   B) Spread of Education AND
   C) Education Reserve Physical Education

And in such other manner as the Trustees may in their absolute discretion think fit to do and for one or more of such Public Charitable purpose as aforesaid to the exclusion of one or more as the Trustees may think fit to do.

PROVIDED that the said income as well as the CORPUS of the TRUST FUND shall be applied only towards Public Charitable purpose as aforesaid and any accumulations of income shall also be made and deemed to be made for application to such Public Charitable purpose as aforesaid .

4. WITHOUT PREJUDICE to the GENERALITY of the foregoing objects or the purpose but the subjects as aforesaid , it is declared that the trustees shall, each year apply the residue of the said income of the TRUST FUND and may at their absolute discretion at any time and from time to time, apply also the TRUST FUND or any part of parts of the TRUST FUND, in or towards any one or more of the other or others of them, in such proportion and manner, in all respects, as the Trustees may in their, absolute discretion think fit and proper for the following purpose.

Jadeep Sunil Kumar Lalit Kumar

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

I.

a. To establish, maintain and run EDUCATIONAL INSITUTES at Baddi and such other allied and connected operations.
b. To provide for the best Education, by establishment and maintenance of SCHOOLS &COLLEGES.
c. To procure the services of Teachers and either for any remuneration, graciously or in an honorary capacity.
d. To Establish, provide , Acquire, Equip ,Maintain and promotes in INDIA educational institution to:

    I. Undertake research and extension of the knowledge in the field of Education.
    II. Conduct and carry on experiments for:
        a. The improvement of the instruments and equipments and appliances used in the educational institute.
        b. For the improvement of process and procedure of the said Educational Purpose .

e. To encourage and finance for educational extension and financial assistance wherever necessary for promotion of such purpose.
f. To establish fund or funds for carrying out any one or more of the objects of the TRUST.
g. To organize and to provide facilities for Higher Education in different courses.
h. To subscribe to and become member of or otherwise co-operate with any other trust, Foundation, Association, Institution whether in co-operated or not and whose objects are all together or in part similar to those of this TRUST.
i. To establish and maintain and to assist and encourage or promote in India as and when deemed proper or expedient for the purpose of education, in the framed School or in connection therewith of attached there to all or any of the following institutions viz.
    I. Educational institute, Schools, Physical Education Institute, Homes of wards.
    II. Nursing institution and convalescent Homes.

Sunil Kumar

Lalit Kumar

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

III. Schools and Colleges, Engineering school or college or Engineering colleges, Nursing Midwifery classes for imparting medical and Engineering education and training.

j. To settle up Educational institutions or engineering colleges and running them or granting of subscriptions and donations to the educational institutes, Convalescent Homes,Asylums, Nursing Homes and other Public Institution for administering educational relief to the needy.

k. To give endowments and to help, or support to Hospitals, Maternity Homes, Sanatorium and Dispensaries and to other educational institutions .

l. To expand the funds of the TRUST in sending the employees of the TRUST, Students, Doctors, Nurses, Professors, Teachers connected with the work of the TRUST, any where in INDIA or ABROAD for further education or research.

II. To spend on the spread or promotion of education or learning in all its branches in such manner as the Trustees may, in their absolute discretion think fit including.

a) Establishment and /or acquisitions and maintenance, or support the Schools, Colleges, Vidyapeeths , Bal-Mandirs, Study Centers and other educational institutions for imparting education and training to Students.

b) Establishment and support of professorships, fellowships, Lecture-Ships, Scholarships, and prizes at School, Colleges or other educational institutions.

c) Establishment and maintenance of and support to Hostels and or Boarding Houses and grant of free boarding and lodging to poor and deserving students upon such terms and for such period in such case as the trustees may in their absolute discretion think fit.

d) Grant of Endowment at University, Research institution and other Education and Scientific Institutions (whether now exiting or hereafter established) for spread of education and knowledge in all or any branch of knowledge or institution.

e) In awarding scholarship and fellowship on such terms and conditions as the Trustees may in their absolute, discretion think fit for the purpose of undertaking, prosecuting and encouraging higher education and research where any branch of medical Science /Engineering Science, Art and Craft or Any other branch or branches of modern armed science in its widest and more comprehensive sense.

Sandeep Suraj Kumar Lalit Kumar

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

f) In awarding scholarship and cash payments of giving advances /loans to other person, desirous of taking primary , secondary or higher education.

III. For distribution of free food, books and dresses to the poor or needy.

IV. For setting up or helping by endowments or otherwise, orphanages or poor, houses for the benefits of orphans and or other deserving persons.

V. In helping of poor widows.

VI. To establish or render help to any institution for the alleviation of human suffering.

VII. To subscribe , contribute and or donate to any public charitable trust or funds or institution for promotion of any of the aforesaid objects.

VIII. To establish, maintain and give aid or support to Libraries, Museums and Reading Rooms, for advancement of education and knowledge in general, PROVIDED ALWAYS ALSO, without prejudice to the generality of the foregoing that the help to be given under any of the foregoing heads, wherever the case admits, may be given either in the way of perennial payment or the supply or distribution of school stationery, relief or in any manner which the Trustees may consider desirable.

5. The Trustees shall, in case where any aid is proposed to be given for charitable purpose to any institution, Association, Society, Organization, Trust foundation or body of trust, Ascertain, whether the objects of such Institution, Association, Society, Organization, Trust foundation or body of Trust are in accordance with the object of this TRUST and if so satisfied, may give donation to such institution, association, society, organization, trust, foundation or body of trust, for being utilized only for such object.
6. The surplus and unapplied portion of the said income if any, arising in and one or more year or years, shall be accumulated, subject to the provisions of any law for the time being in force, by investing the same and the resulting income thereof from time to time from any of the investment in which the TRUST FUNDS are hereby directed or authorized to be invested and may be credited to an account to be called the SURPLUS ACCOUNT and the said trustees shall have power to expend the same in any subsequent year or years, as if such ,accumulations or parts thereof had been part of the income of the year or years in which the same are or is sought to be expended are applied as aforesaid.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

7. The trust hereby created shall be called **SH. MANGAL EDUCATIONAL TRUST** and the office of this **TRUST** shall be at BADDI or at any such other place in India as the Trustees may from time to time, in their absolute discretion, think fit.
8. The school presently run by the Mangal Educational Trust is **THE MAX ACADEMY DHARAMPUR.**
9. For the accomplishment of the trusts of these presents, and without prejudice to the generality of any powers hereby or by law confirmed or implied or invested in the trustees, the following powers and authorities are hereby, expressly conferred on the trustees that is to say:
   - I. To appoint any one from amongst them as MANAGING TRUSTEE with such powers as may be delegated to him or her from time to time.
   - II. To permit any one or more trustees to operate on any Banking account of the TRUST without any liabilities, the other Trustees to examine the said accounts or to be in any way responsible for the sets, deeds or defaults of such Trustees or trustee in connection with such accounts.
   - III. To receive gifts or movable property, including cash or immovable property with or without conditions but no so as to change the name of the TRUST.
   - IV. To acquire immovable property by purchase, Lease, Hire, exchange or otherwise , to build and maintain houses and buildings, alter, improve and equip the same with light, water, furniture, fittings and other required necessities and to enter into agreement, for requiring immovable or moveable property on lease, Hire or rental on such terms and conditions and for such period and with or without option for renewal as the Trustees may, in their absolute discretion , think fit.
   - V. To let out lease demise mortgage, charge or license any property belonging to the TRUST for such rent or compensation and on such terms and condition and on such period as the Trustees may, in their absolute discretion think fit.
   - VI. To expend the funds of the TRUST , in sending the employees of the TRUST student, Teachers, professors ` connected with the work of the TRUST anywhere in India or abroad for further education. The member of the board of Trustees may undertake tours for the work of the TRUST in India or Abroad.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

VII. To appoint and dismiss or terminate or discharge the services of and reappoint, executives officials, clerks, caretakers, attendants, Teachers, Professors, Lecturers and other employees on such salary, wages, fees, commission or other remuneration and on such terms as the Trustee may think fit.

VIII. To delegate by power of attorney or otherwise to any Trustee or trustees or any other person any powers implied by law or conferred by status or vested in the Trustees by the represents but Trustees shall not be hold liable or responsible for the acts or defaults of any such person or persons but only for their own respective acts and defaults.

IX. To Accept subscriptions, donations and cash or kinds and requisites for all or any of the objects and purposes aforesaid and to manage, invest and expend all the money and property belonging to the TRUST.

X. To take over or amalgamate any other charitable society or Trust, with similar aspects and for such purpose to execute and carry on all such deeds and instruments which may be necessary or advisable.

XI. To act according to the decision of the majority of the Trustees when the Trustees are not unanimous, and such decision shall be binding on the majority and as well as on the Trustees who may not have voted or who may be absent, if the Trustees shall be equal divided in opinion, the matter shall be decided according to the existing vote for the chairman.

XII. To remorse themselves or pay and discharge out of the TRUST FUNDS or any property subjects to the trust of these presents the income thereof and the expenses that may be incurred for about the execution of the Trust and power of these presents including reasonable amount of traveling expenditure, incurred for attending the meeting of the Trustees.

XIII. To decide all questions arising in the administration of the Trust hereof and including all the questions relating to the representation of these presents the administration of any institution maintained by the TRUST or concerning anything or matter relating to connected with or arising out of these presents or the operation thereof. The decision of the Trustees on or any of the matters aforesaid shall be final.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

XIV. To compromise, to compound, to abandon, to submit to arbitration or otherwise settle any actions, suits, proceedings debts, claim, or things, whatsoever, arising out of the administration of the Trust Funds, or any institution maintained and for any of these purpose may enter into, give, execute, and do such agreements, instruments of composition, or arrangements release and other deeds and things as they may feel expedient, without being liable for any loss/losses occasioned by any act or things as done by them in good faith as fully as if they were absolutely entitled to the TRUST FUND and the said institutions, without being answerable for any loss occasioned there by:

XV. To set up one or more committees for the routine and day –to-day management and administration of any such institutions under their ultimate supervision and control. The Trustees shall be entitled to frame the constitution and regulate the procedure of such committees and to delegate to them such powers as they may consider proper and necessary. Any one or more trustees may be members of any such committee's in which the Trustees may nominate persons other than

XVI. To frame such rule and regulations for the management and administration of the TRUST and the institutions maintained by it as they shall think fit and to alter amend and/or vary the same from time to time and to make new rules and regulations PROVIDED THAT such rules and regulations shall not be inconsistent payable with the terms of these presents.

XVII. To deposit by way of safe custody any documents held by them relating to any property belonging to the TRUST FUND with any Bank to pay any sum payable to it in respect of such deposit.

XVIII. To permit the investment to stand so long as the Trustees may desire, in the name of the managing Trustee or Trustees or other Trustees and to provide which Trustee, shall in case of joint holding of investments,, be named as the FIRST.

XIX. To borrow or raise any money that may be required by the Trust for the purposes of its object upon such terms and conditions, as may be deemed advisable and in particular by the issue of bonds, debentures, bills of exchange, promissory notes, or by mortgage or charge of all or any part of the immovable or movable assets belonging to the TRUST.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

XX. To establish and support or aid in the established or support of funds, trusts or institutions, calculated to benefit the employees or ex-employees (or their dependant's) of the TRUST or any institution maintained by it.

XXI. For the benefit of the TRUST ,to become member of any other body or bodies of persons, associations of persons intuitions, societies, and bodies corporate , including companies limited by Guarantee.

XXII. To do all such other lawful things as may be incidental or proactive to the attainment of the objects of the TRUST.

10. Subject to the provisions of any law for the time being in force and applicable to the TRUST in general and subject to the "THE INDIAN TRUSTS ACT,1882" the Trustees shall invest all moneys which shall require investment in any investments in any investments or properties of whatsoever nature and where so ever situate and whether involving liabilities or producing income or not in any manner they may think proper and to call in sell convert, or exchange such investments and properties, both movable and/or immovable as are forming part of the TRUST FUND whenever they in their absolute discretion, think it desirable to do so.

AND WITHOUT PREJUIDCE TO THE GENERALITY of the foregoing powers the Trustees may invest any amount.

a) In the purchase of an immovable property or properties, situated in India or elsewhere and for the development thereof, the Trustees may borrow money at such interest as they may think fit for the purpose, without security or on the security of the TRUST FUND, or any property forming part of the TRUST FUND.

b) In the purchase of or subscription to debentures, stocks, funds, shares and securities or any company or corporation whether incorporated in India or elsewhere.

c) In making loans upon the security of any immovable property or movable property.

d) In making loans to or deposits with any person, firm or company or corporation.

e) In any business which may be carried on by the Trustees as such, for and on behalf of the TRUST hereby or societies.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

f) In the purchase of any immovable property or acquisition of flats becoming member of co-operating societies.

TO THE INTENT that the Trustees shall have the same full and un-rest cited powers of investing and transporting the investment in all respects as if they were absolutely entitled thereto beneficially.

In execution of the powers of investment hereby or by law conferred upon the Trustees no Trustee shall be liable for any loss to the TRUST FUND arising by reason of any investments made in good faith nor shall any Trustee hereof be liable for any loss to or in respect of the TRUST FUND, unless such loss shall be attributable to his own dishonestly or willful commission of an act known by him to be a breach of Trust.

11. It shall be lawful for the Trustees to construct build, erect, building, houses, tenantments , pull down, renovate, rebuild, alter, adapt, improve, add to, develop or repair any immovable property / proprieties, comprised in the TRUST fund or the income there of as the trustees may, in their absolute discretion, think fit and proper. The trustees shall also be entitled in their name or names of one or more of them, to become members of any co-op society or other like institution for the protection, benefit and improvement of the TRUST FUND or any property comprised therein, as also to enter into such contracts, agreements, and take such other actions and proceedings, as they may in their absolute discretion, think fit and proper for purpose of such protection subscriptions and defray all charges and expenses as may considered fit and proper. The Trustees shall also be entitled to enter into any agreements or covenants with the owners of or persons interested in any other properties and whether restrictive or otherwise and whether for the benefit of the properties as they may, in their absolute discretion, think fit from time to time. The Trustees shall also have the power to insure any premises comprised in the TRUST FUND against loss by fire, lighting, earth-quake or civil commotion or other risks or losses as the Trustees may think fit and proper , from time to time but no liability shall attach on the trustees or any of them by reason of any property, remaining un-insured in any way. The Trustees shall have also the power, after paying all rents, rates, taxes & other out goings & expenses out of the rents and profits of any immovable properties to set aside, out of the balance therefore from time to time such sum or sums of money as Trustees consider proper to meet the expenses of

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

heavy repairs or by way of depreciation or sinking fund and to utilize the same and income thereof for heavy repairs or for re-building or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in the manner authorized by these presents. It shall also be lawful for the Trustees to permit any immovable property forming part of the TRUST FUND, to be held used and enjoyed for the purpose of any scheme of charity or other purpose of these presents.

12. Upon any sale or other transfer by the Trustees under the powers aforesaid. Neither shall the purchaser/s transferee/s, dealing Bonafied with the Trustees, shall not be concerned to see or inquire whether the occasion for execution or exercising such power has arisen or whether the provisions as to the appointment and retirement of the Trustees herein contained have been properly and regularly, observed and performed. Neither the purchaser/s or transferee/s or be answerable for the loss mis -application or non-application thereof.

13. The trustees are hereby authorized to invite or accept donations of money ,shares ,debentures, bonds, securities, business and other moveable or immoveable property from the 'SETTLOR' or any one else by way of gift ,grant, legacy or otherwise on such terms and conditions as the Trustees may think fit, not being inconsistent with the terms of these presents and such donations shall be held by the Trustees as accretion to and augmentation of powers and provisions as are contained in these presents and applicable there to as if such money or other property had formed of the ORIGINAL TRUST FUND, PROVIDED THAT the Trustees may refuse to accept any such donation, grants, or legacy which they may.

14.

a) The Trustees may meet together for the dispatch of the business and adjourn and otherwise regulate their meetings and proceedings as they may think fit.

b) A resolution passed without any meeting of the Trustees and evidence by writing under the hands of the majority of the Trustees shall be as valid and effectual as a resolution duly passed at a meeting of the trustees held in accordance with the provisions of these presents.

c) The quorum at a meeting of the Trustees shall be TWO

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

d) The trustees shall keep or cause to kept proper books of accounts in which all receipts and expenditure relating to the TRUST FUND and any other institution/s maintained by it, shall be entered and recorded and such books shall be kept at the Trust or such institution /s as the case may be

The Trustees shall each year, cause to be made and prepared all proper accounts of receipts and expenditure in connection with the management of the TRUST FUND and other institution/s for the proceeding year, showing separately several heads of receipts expenditure.

The accounts of the TRUST FUND and its institutions/s shall be maintained on FINANCIAL YEAR BASIS, i.e. commencing from the 1st April and ending on 31st day of march, and shall be audited by CHARTERED ACCOUNTACT ,every year.

e) Notes made in the Minute Book and other heads of any matters relating to TRUST shall be conclusive evidence of the facts and matters duly noted therein.

15. Any Trustee (other than the SETTLOR) being lawyer accountant or other person engaged in any profession or business, shall be entitled to be paid as usual professional or proper charges for the time expended, business transacted and acts done by him or any partner of his, in connection with the trusts hereof (including acts which a trustee not being In any profession or business could have done personally) in spite of the fact that he shall be a Trustee of these presents.

16. (I) If the Trustee hereby constituted or any of them or the Trustees or Trustee appointed as hereinafter provided, shall die or desire to be discharged or refuse or become incapable to act, or is adjudicated insolvents or convicted for a criminal offence, involving moral turpitude and punished with for a period of Twelve months or more without obtaining leave of the other trustees in writing, then the surviving or continuing Trustees or trustee for the time being, may subject to the provisions of Clause No. 17 , appoint any person or persons in the place of the Trustees or trustee so dying desiring to be discharged, or refusing or becoming incapable to act or adjudicated insolvent or convicted of a criminal offence and punished with imprisonment as aforesaid or being absent from as aforesaid.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

17.

1) The receipts of the Trustee or Trustees or the Managing Trustee as the case may be, for any amount paid or any stocks funds or securities, or other investments transferred to them or him in the execution of any of the Trusts and/or powers hereof, or for the purchase money paid to them or him, shall effectually discharge the person or persons so paying, or transferring the same there from.
2) The Trustees may subject to the provisions of Clause No. 17 hereof appoint any person or persons as an additional Trustee or Trustees.
3) It shall be lawful for the person or persons for the time being entitled, to appoint a own Trustee or Trustees hereof , to appoint any Bank, Company or Corporation to be an additional Trustee of these presents, jointly with the continuing Trustees upon such period as the Trustees may think fit.

18.(1) The number of Trustees shall at no time be less than TWO and not more than NINE.

(2) On every appointment of Trustee, the Trust Fund shall if and so far as the nature of the property and other circumstances shall require or admit and unless the Trustee, otherwise resolve, but as not to prejudice the powers of the managing trustee, be transferred so that same may be vested in the Trustee or Trustees for the time being. AND every Trustee so appointed as aforesaid may as well before or after such transfer act, to assist in the execution for the Trusts and Powers of these presents as fully and effectually, as if he had been hereby constituted as a trustee.

19. The Trustee shall be respectively chargeable only for such Moneys, Stocks, Funds,, Securities and other assets of the TRUST, as they shall actually receive notwithstanding answerable and accountable only for their own respective acts, receipts, neglects and for those of any Bankers, Brokers or other persons in whose hands any TRUST MONEYS or assets may be placed or come not for the deficiency or insufficiency of any, unless the same shall happen due to or through their or his own willful default or Dishonestly , Respectively and in particular, NO TRUSTEE shall be bound to take any steps or proceeding against a Co-Trustee for any breach of trust committed by a Co- Trustee

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

20. Where the Trustees in the purported exercise of the Trusts, discretion and power hereby or by law conferred, act on the advice of any counsel, solicitor or other lawyer, engineer, surveyor, land or estate agent, actuary, broker, cashier, accountant or expert the Trustees shall not be responsible for any loss that may result from acting on such advice, but the act of omission shall be deemed to be authorized and proper and the advice shall operate to protect the Trustees in the like manner as if the act or omission had been directed or authorized under an order of a court of Competent Jurisdiction.

21. DISSOLUTION OF TRUST- if the TRUST is to be dissolved a meeting of the Trustees shall be convened for this SPECIFIC PURPOSE by a notice in writing of not less than FIFTEEN DAYS, giving the specific purpose on the Agenda . At such a meeting the RESOLUTION OF ASCENT OF MAJORITY of the Trustees personally present. But in no case, the accenting number of Trustees shall be less THAN TWO.

22. If on the DISSOLUTION OF THE TRUST, there shall remain, after the satisfaction of its debts and liabilities, any property whatsoever not impressed with any Trustee agreed between the TRUST and Donor or donors, the same shall not be paid or distributed amongst the Trustees of TRUST or any of them BUT SHALL BE GIVEN to same other Foundation, Society, Trust or Institution, working for the same or similar objects as those of this Trust, to be determined by the MAJORITY of the Trustees personally present at such meeting BUT NO CASE, the votes for such resolution shall be less than TWO.

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)

23. THE TRUST hereby established is IRREVOCABLE IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals, the day and year first herein above written.

SINGED, SEALED AND DELIVERED BY THE WITHIN NAME THE SETTLOR on the presence of:

WITNESSES:

PARVESH KUMAR NAMBARDAR
S/o RAM LOK
Mouja- Badd.. Shaetalpur, Teh. Baddi
Distt. Solan (H.P.)-173205

Ritesh Kumar S/O Jagdish Kumar
VPO Manpur Sandholi Teh Baddi
Distt Solan HP

EXECUTANTS

Sh. Sandeep Kumar Dhiman
.....The Settlor

SUB-REGISTRAR BADDI (H.P.)

1- Sh. Sunil Kumar.....
&
2- Sh. Lalit Kumar .....
.....Trustees

Hakeem Din Numberdar
S/O Sher Mohammad
Vill.Kasambowal, Teh. Baddi
Distt. Solan (H.P.)

DRAFTED BY :-
13-11-2019
ROHIT BHAROLL
(ADVOCATE)
HIM/348/2019

SUB REGISTRAR BADDI
13 NOV 2019
DISTRICT SOLAN (H.P.)