

I-10542/18



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP05180583582903Q
Certificate Issued Date	: 17-Oct-2018 02:17 PM
Account Reference	: SHCIL (FT)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique-Doc. Reference	: SUBIN-UPUPSHCIL0106191904850780Q
Purchased by	: GIRDHARI LAL SHUKLA
Description of Document	: Article 58 (A) Settlement - Instrument of (including a deed of dower)
Property Description	: GATA NO.27 MIL, 28 MIL, 29 MIL AND OTHERS SITUATED AT VILL-KARAUNDI, FAR-MAHONA, TEH-BKT, LUCKNOW
Consideration Price (Rs.)	:
First Party	: R G MEMORIAL TRUST THRU GIRDHARI LAL SHUKLA
Second Party	: GIRDHARI LAL SHUKLA
Stamp Duty Paid By	: GIRDHARI LAL SHUKLA
Stamp Duty Amount(Rs.)	: 7,16,000 (Seven Lakh Sixteen Thousand only)



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Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at www.e-stampsonline.com. Any discrepancy in the details on this Certificate will be notified on the website.
2. The user is advised to check the authenticity of the certificate on the website of the authority.
3. It is part of the documentary process within the Government system.

DEED OF PRIVATE/ FAMILY TRUST

This Deed of Trust executed on 17th day of October 2016 By SHRI GIRDHARI LAL SHUKLA Son of Shri Late Ram Gopal Shukla and Smt. Anupam Shukla wife of Shri GIRDHARI LAL SHUKLA Both Resident of 538k/200B, Mausam Bagh , Lucknow , U.P. 266020 herein after called **SETTLOR OF THE TRUST** (Which expression shall , unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives.)

NAME OF THE TRUST - R. G. MEMORIAL TRUST

OFFICE OF THE TRUST -

The principal office of the trust shall be at 538K/200B, Mausam Bagh , Lucknow , U.P. 266020 or such other place as the trustee shall decide from time to time. The trust also carry on its work at any other place or places, as decided by trustee. Present Building owned by SHRI GIRDHARI LAL SHUKLA. The principal office can be changed as per requirement and its branch offices can be established at several places in future.

PLACE OF THE WORKING- Whole world

Initially the trust will perform the activity in india but its operation can be exposed all over the world as per requirement of the trust

NATURE OF TRUST- The nature of trust is PRIVATE/ SOLE

BENEFICIARIES OF TRUST- The Beneficiaries of this trust will be the members who are in direct first category of Blood Relation of SHRI GIRDHARI LAL SHUKLA AND SMT. ANUPAM SHUKLA

PROPERTY/FUND OF TRUST- At the time of creation of this trust the immovable property situated in village- Karauandi, pargana- Mahona, Tehsil Bakshi Ka Talab, District Lucknow. The description of the immovable property is as under-

SERIAL NO	GATA NO.	AREA IN HECTARE
1	27 MIN	0.5060
2	28 MIN	0.1900
3	29 MIN	0.0780
4	30 MIN	0.0800





5	31 MIN	0.0790
6	32 MIN	0.0690
7	47 MIN	0.006
8	48	0.097
9	50	0.083
10	51 MIN	0.152
11	52 MIN	0.185
12	70 MIN	0.4460
13	70 MIN	0.8920
Total Area		2.752 Hectare

VALUE OF THE PROPERTY - The Value of the property, settled in trust is **1,78,76,400/-** (One crore seventy eight lakh seventy eight thousand four hundred only)

NAME OF TRUSTEES AND THEIR CAPACITY

Sr No.	Name and Address of Trustee	Profession	Posts
1	Shri Girdhari Lal Shukla Son of Shri Late Ram Gopal Shukla, Resident of 538k/200B, Mausam Bagh, Lucknow, U.P. 266020	Business	Managing Trustee
2	Smt. Anupam Shukla wife of Shri Girdhari Lal Shukla Both Resident of 538k/200B, Mausam Bagh, Lucknow, U.P. 266020	Social worker	Managing Trustee
3	Mr. Sawan Shukla son of SHRI GIRDHARI LAL SHUKLA Resident of 538k/200B, Mausam Bagh, Lucknow, U.P. 266020	Business	Trustee
4	Ms. Anukriti Shukla D/o Shri Girdhari Lal Shukla Resident of 538k/200B, Mausam Bagh, Lucknow, U.P. 266020	Student	Trustee

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20/04/2021

DUTIES/ RESPONSIBILITIES OF TRUSTEE

- 1) **SHRI GIRDHARI LAL SHUKLA** - Shri Girdhari Lal Shukla will be known as managing director of the trust and will look over all functions of the trust. He has absolute right to sale the property of the trust or to purchase the property for the trust. He will operate the bank account of the trust with the trustee Shri Sawan Shukla Jointly or separately as per requirement. He will serve as the Necessity of the Trust as decided in the board meeting of the trust.
- 2) **SHRI. ANUPAM SHUKLA** - Smt. Anupam Shukla will be known as honorary managing director of the trust. She has right to sale the property of the trust or purchase the property for the trust jointly with Shri Girdhari Lal Shukla or Separately. She will serve as the Necessity of the Trust as decided as the board meeting of the trust.
- 3) **SHRI. SAWAN SHUKLA** - Shri Sawan Shukla will known as executive trustee and will look after all functions of institution run by the trust. He will operate the bank account of the trust separately or jointly with Shri Girdhari Lal Shukla as per requirement of the trust. He will serve as per requirement of the trust and decided as in board meeting of the trust.
- 4) **MS. ANUKRITI SHUKLA** - Ms. Anukriti Shukla will Known as most favored trustee and will serve as coordinator of the trust or decided in the board meeting of the trust. She will serve as the helping hand of Sri Sawan Shukla and will build togetherness between the trustee.

Note - Although the liabilities and duties of the trustees are duly mentioned but they can be inter changed, exchanged as per requirement of the trust to function the institutions established by the trust.

OBJECTS OF THE TRUST:-

- 1- The trust is being formed as private trust an its nature is-SOLE and the Beneficiaries of this trust will be the members who are in direct first category of Blood Relation of SHRI GIRDHARI LAL SHUKLA AND SMT ANUPAM SHUKLA.
- 2- The aim of the trust will to improve the wealth, prosperity and the asset of the family according to law established.
- 3- To acquire for fulfilment of above objectives, the work of constructions, developing of residential group housing and other similar activities will be run under the banner of this trust.
- 4- To undertake any other commercial activities as may be deemed proper by the trust to augment its financial resources for fulfilment of above objectives.
- 5- To open technical institution, branches of hospitals, medical colleges, paramedical colleges, nursing training institute, educational institution, School and colleges under the banner of the trust.



20/04/2021

- 6- To invest and deal with funds and moneys of the trust and to vary, alter or to transpose such investments from time to time.
- 7- To purchase or otherwise acquire or take on lease or hire temporarily or permanently, any movable or immovable property necessary or convenient for the furtherance of the objects of the trust.
- 8- To sell, mortgage, lease, exchange and otherwise transfer or dispose of or deal with all or any property, movable or immovable, of the trust for the furtherance of the objects of the trust.
- 9- To create administrative, academic and other positions under the trust and make appointments thereto as per the bye-laws of the trust.
- 10- To borrow or raise funds on mortgage, promissory notes or other securities funded or based upon all or any securities.
- 11- To gate license for gas agencies, CNG and Petrol Pumps and Setup plant and machinery according to law required.
- 12- To support and implement any other issues other than what has been mentioned above in consonance to our objectives.
- 13- To do all necessary efforts to raise the income of the family.

THIS DEED OF TRUST WITNESS AS UNDER

1. The Settlor Shri GIRDHAR LAL SHUKLA Settled the property which they owned are Gata No-27 MIN, 28 MIN, 29 MIN, 30 MIN, 31Min, 32 MIN, and 70 MIN and Smt. Anupam Shukla Settled the property which they owned are Gata No-47 MIN, 48, 50, 51 MIN, 52Min, and 70 MIN truly mentioned as the property of the trust.
2. The Trust shall be known as "R.G.MEMORIAL TRUST" but it may hold assets or carry on business in any suitable name.
3. The Trustees hereby declare that the Trustees shall hold and stand possessed of the said property which is referred to as "the Trust property" which expression shall also include cash and any other property and investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or such as may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents, upon the Trusts and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.
4. The Trustees shall hold and stand possessed of the Trust property upon the following trusts that is to say:-
 - a. to manage the trust premises or Trust Fund and collect and receive the interest, dividend and other income in the name of the trust.



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- b. to pay and discharge out of the income of the Trust Fund all costs, charges and expenses for collecting and receiving the income of the Trust Fund and all other assets, charges, expenses and outgoings of and incidental to the Trusts created by these presents and administration thereof.
 - c. to close the accounts of the Trust on the 31st day of March of every year and pay to or accumulate or spend the net income of the Trust among the beneficiaries in the following properties in equal
5. If either of the beneficiaries dies before the determination of this Trust his or her share and interest in the Trust shall devolve upon the survivor and in the event of the death of the survivor before the determination of the Trust it shall devolve upon his legal heirs:
 - a. The income of the Trust shall be credited to the respective accounts of the trust.
 - b. Any amount withdrawn by the beneficiaries or on their behalf shall be debited to the respective accounts of the trust and would be deemed as the expenditure of the trust.
 - c. The Trustees shall also be entitled to spend any part of the corpus or of the amounts credited to the accounts of the beneficiaries for their maintenance, education and medical relief or for any other benefit of the beneficiary concerned.
 - d. The Trust shall be determined when the younger of the beneficiaries attains the age of 18 years or on such earlier date as the Trustees may in their absolute power decide. On the determination of the Trust the corpus of the Trust property shall be divided among the beneficiaries existing at the time according to their shares and if there is no existing beneficiary then to the legal heirs of the beneficiary who dies last.
6. It is hereby agreed and declared that the Trustees herein appointed or to be appointed in future as hereinafter provided shall manage the trust property. They shall convert, transfer or alienate any one or more of the Trust properties and to convert the proceeds thereof in other properties, securities or investments as they may deem fit. But before doing such thing it is mandatory to pass a resolution in the board meeting.
7. The Trustees may receive and accept any donations, gifts or bequests from the Settlor or any other person or persons for the purpose of the Trust. The Trustees may also accept deposits or take loans from any person including the Settlor on such terms and conditions as they may deem fit. Without affecting the generality of the powers, provisions and authorities vested in the Trustees under these presents the Trustees shall have in addition thereto and not in substitution thereof, the following



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powers and authorities and they shall be entitled to execute all acts, documents and things necessary, ancillary or incidental thereto, that is to say -

- a. To open banking accounts of the Trust in any bank or banks of repute in the name of the Trust. Such bank account may be operated by Shri Girdhari Lal Shukla individually or jointly with Shri Sawari Shukla as per requirement of the trust. The powers to operate the bank account can be modified and diverted as per requirement of the functioning of the trust. It will be decided in the board meeting of the trust.
- b. To borrow monies or raise loans and funds required for any purpose, power or provision either directly or indirectly concerned with the objects of this Trust or incidental to these presents from any bank or other person or concern.
- c. To draw, make, accept, endorse, discount, execute or issue promissory notes, bills of exchange and other negotiable instruments.
- d. To purchase, take on lease or sub-lease, leave and licence basis, co-operative schemes or any other arrangements or in exchange or hire, movable or immovable property including residential flats or commercial units and any rights, benefits or privileges which the trustees may think necessary or convenient.
- e. To construct, develop, maintain, erect, fabricate and alter any building structures, industrial estates, factories and storage tanks or works of any nature whatsoever necessary or convenient or as the Trustees may think fit.
- f. To sell, improve, manage, develop, exchange, lease mortgage, pledge, hypothecate, dispose of or turn to account and deal with all or any part of the Trust Fund and premises hereby settled or any part or parts thereof.
- g. To organise agencies or officers or to make any other arrangements necessary for conducting and managing the Trust and to appoint such agents and representatives on their behalf as the Trustees may think fit.
- h. To purchase on ownership or take on rent or compensation residential flats, business premises, industrial sheds or factory premises, godowns or open plots of land and let out the same on leave and licence or compensation or warehousing charges or storage charges.
- i. To carry on any business or businesses including that of import or export of any commodities, import and export and banking or enter into partnership or joint ventures or other arrangements with any other



person, firm, body corporate, society, federation, association of individuals or otherwise howsoever for carrying on any business or businesses, industries or commercial activities for and on behalf of the Trust and to appoint any one or more Trustees to be partners, representatives or nominees or nominee for and on behalf of the Trust to carry out or implement any such arrangements.

- j. The Trustees shall be entitled to determine whether any money or property shall for the purpose of this Trust be considered as capital or income and whether expenses, outgoings or loans ought to be paid or borne out of the capital or income and any such determination of the Trustees shall be conclusive.
- k. The Trustees may deposit any documents of title or any other papers or documents or certificates held by them relating to any movable or immovable property or relating to the Trust under these presents with any bank or bankers or any other person, firm, or company whatsoever for safe custody and may pay any such charges payable in respect of such deposits.
- l. The Trustees instead of acting personally, may employ and pay any agents, person or representative including any bank or insurance company to transact any business or to do any act whatsoever in relation to the Trusts of these presents including the receipt and payment of moneys without being liable for loss and shall be entitled to be allowed and be paid all charges and expenses incurred hereby.
- m. The Trustees may from time to time appoint on such terms with or without remuneration as they may determine any immovable or movable property subject to the provisions of this Trust and the Trustees shall have powers to pay them salary, wages, emoluments, fees and remuneration.
- n. In the event of the Trustees doing any business or starting an industry or undertaking either themselves or in partnership with others or as joint venture and their incurring any losses thereby, they will be entitled to be reimbursed out of the Trust all losses incurred as well as all costs, charges and expenses incurred by them in starting or defending any proceedings.
- o. The Trustees shall have the power to make investments in movable or immovable property, to give loans on interest or otherwise to purchase shares, debentures and other securities, Government bonds etc and to make any other investments as the Trustees in their sole discretion may deem suitable. But all thing will carried out in the name of the trust.



22/5/2014

8. In the event of the Trustees purchasing an immovable property or properties out of moneys belonging to the Trust it shall be lawful for the Trustees to repair, pull down, or rebuild them or construct any other buildings or structures out of the corpus of the Trust Fund and to give such properties on lease or tenancy or leave and licence or in any other manner on such terms at such rent or rents and upon such conditions as the Trustees may think fit and to make allowance with tenants and others and the Trustees shall also have the power to condone breaches of covenants and to accept surrender of lease or tenancy etc. and generally shall have all powers of management of such immovable property or properties as absolute owners without being responsible for loss or damage that may happen thereby and it shall be lawful for the Trustees at any time to sell such immovable properties or property or part or parts thereof or easements rights or privileges exercised or enjoyed in, over, for upon or under such immovable property or properties and upon any such exchange to give or receive moneys for equality or exchange.
9. The Trustees may make any such sale as aforesaid either by public auction or private contract and may make or agree to any stipulations or provisions as to evidence to title or commencement of title or otherwise to any conditions of sale or contract for sale or exchange and may buy in at any sale by auction and rescind or carry any contract and enter into any new contract for any of the purposes aforesaid without being responsible for any loss. The Trustees may execute assurances and give effectual discharge for any such sale or exchange which they may think proper.
10. In the event of any difference between the Trustees concerning the affairs of the Trust, the decision of the majority of the Trustees shall prevail.
11. The Trust being established hereby shall be revocable. If the Trust fails or is held to be invalid for any reasons, there shall be no resulting trust in favour of the Settlor but the assets of the Trust shall be divided amongst the beneficiaries in the proportion decided by the settlers or agreed mutually. If the both settler are not alive at the dissolutions of the trust, the decision of the trustee Sri Sawan Shukla will be prevail.
12. Whenever any new member sworn/Added in the family by way of marriages or by way birth. He could be added as trustee of the trust with declaration made by current trustees in the board meeting.
13. Any Trustee for the time being hereof may at any time retire from the Trust on giving not less than one month's notice in writing of his intention to do so to the other Trustees for the time being hereof and upon expiry of such notice the Trustee giving such notice shall cease to be a Trustee of these presents.



श्री सावन शुक्ला

14. Every one of the Trustees for himself doth hereby agree that in the event of his vacation of the office of the Trustee, he shall do all necessary acts, deeds and things for effectively transferring over unto the name/names of the additional Trustees or Trustee the Trust Fund and all costs attending such transfer shall be borne out of the income of the Trust Funds.
15. It is clearly declared that it is a private family trust and beneficiaries are the family members. But if trustee acts in unlawful manners and his/her activities found against the aim of the trust, could be expelled/ dismissed from this trust.
16. The Trustee will from time to time decide questions arising with respect to the administration of the Trust and may keep a record by way of minutes of work done and resolutions arrived at by them at their meetings convened or by circular.
17. In case any Trustee whether present or future, happens to be a professional person he will be entitled to payment of professional fees for work done by him or by a firm in which he is a partner and he shall not be liable to account for any share of profits received by him from the firm.
18. And it is hereby further agreed and declared that the Trustees for the time being of these presents shall be respectively chargeable only for such Trust Funds and the income including moneys, stocks, funds, shares and securities as they shall respectively actually receive notwithstanding their responsibility and shall be answerable and accountable only for their own acts, receipts, neglects and/or defaults and not for those of the other or others of them nor any banker, broker, auctioneer or agents or any other person or persons into whose hands any Trust Funds or Trust income may be deposited or come nor for lending or any security with less than marketable title nor for the insufficiency or deficiency of any stocks, funds, shares, securities nor any other loss unless the same shall happen through their own wilful defaults or dishonesty respectively and also that the Trustees or Trustee for the time being of these presents may reimburse themselves or himself and pay and discharge out of the Trust Funds and property all expenses incurred in or about the execution of the Trust or powers of these presents.
19. The Trustees shall have power from time to time to make rules and bye-laws relating to their meetings and conduct of the business and otherwise as to the management of the Trust Fund and from time to time carry out, alter or add to such rules or bye-laws provided however that such rules or bye-laws are not inconsistent with the terms of these presents.
20. That if any dispute occur regarding the trust or its properties or its institution, will be resolve at the judicature of the Hon'ble Lucknow Courts.




DESCRIPTION AND THE BOUNDRIES OF SETTLED PROPERTY

1- GATA No 27Min. (0.5060 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-28
SOUTH	GATA NO-70MIN

2- GATA NO-28 MIN. (0.080 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-28
SOUTH	GATA NO-27

3- GATA NO-29 MIN. (0.0790 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-30
SOUTH	GATA NO-30

4- GATA NO-30 MIN. (0.060 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-31
SOUTH	GATA NO-30

5- GATA NO-31 MIN. (0.0790 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-32
SOUTH	GATA NO-30

6- GATA NO-32 MIN. (0.0890 HECT.)

EAST	SITAPUR ROAD
WEST	GATA NO-52
NORTH	GATA NO-52
SOUTH	GATA NO-31




7- GATA NO-47 MIN. (0.050 HECT.)

EAST	GATA NO-48
WEST	CHAK ROAD
NORTH	NALI
SOUTH	GATA NO-50

8- GATA NO-48 (0.097 HECT.)

EAST	CO-OWNER PIYUSH MISHRA
WEST	GATA NO-47
NORTH	NALI
SOUTH	GATA NO-50

9- GATA NO-48 (0.083 HECT.)

EAST	CO-OWNER PIYUSH MISHRA
WEST	CHAK ROAD
NORTH	GATA NO-45
SOUTH	GATA NO-51

10-GATA NO-51 MIN. (0.152 HECT.)

EAST	CO-OWNER PIYUSH MISHRA
WEST	CHAK ROAD
NORTH	GATA NO-50
SOUTH	GATA NO-52

11-GATA NO-52 MIN (0.185 HECT.)

EAST	CO-OWNER PIYUSH MISHRA
WEST	CHAK ROAD
NORTH	GATA NO-51
SOUTH	GATA NO-27,28,29 ETC.

12-GATA NO-70 MIN (0.4472 HECT.)

EAST	GATA NO-27
WEST	GATA NO-67
NORTH	CHAK ROAD
SOUTH	GATA NO-70 MIN.

13- GATA NO-70 MIN (0.8920 HECT.)

EAST	GATA NO-20 MIN
WEST	GATA NO-67 MIN
NORTH	GATA NO-70 MIN
SOUTH	GATA NO-54,55,56

VALUATION OF SETTLED PROPERTY:-

The property settled in the trust is agriculture in nature and never been declared as non agricultural. It is truly declared that there is no any residential/industrial/commercial activities are going on the radius of two hundred meter of settled land. No wall/tube well or trees are there in the settled property. GATA NO-27/min, 28min, 29min, 30min, 31min, 32min, are situated on Sitapur road. The circle rate fixed by collector Lucknow for agriculture land situated on Sitapur Road is 92,00,000/- (Ninety two Lac) per hectare. Hence the value of land situated on Sitapur Road Calculated (0.692 Hect x 9200000) as 82,06,400/- (eighty two lac six thousand four hundred Rupees only). GATA No-47, 48, 50, 51, 52, 70Min, 70min, having its total area 1.860 Hect. Which is not situated on Sitapur road or any other metled road is calculated by the circle rate fixed by collector Lucknow 52,00,000/- (Fifty two Lac) per Hectare. Hence the value of 1.860 Hect. Comes as 96,72,000/- (Ninety six lac seventy two thousand only). Therefore the total value of settled land is calculated as 1,78,78,400/- (one Crore seventy lac seventy thousand four hundred only). The stamp duty is paid as per article 58 read with 15 schedule 1B of Indian stamp Act 1899. Village- Karaundi, Pargana- Mahona, Tehsil- Bakshi Ka Talab, district- Lucknow is not notified in urban or semi urban area. It is situated purely in rural area hence the stamp duty is paid at the rate of 4% of the market value in amount of 7,16,000/- (seven lac seven thousand) by E Stamp certificate.

No. FN-011051005632625000 Date 17/10/2018

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IN WITNESS WHEREOF the parties here to have here unto set and subscribed their respective hands the day ~~17~~ month ~~12~~ and year ~~2018~~ first here in above written.

Date: 17/10/18

Settler-1. (Shri Giridhari Lal Shukla)

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Place: B.K.T.

Settler-2 (Smt. Anupam Shukla)

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WITNESS-1 *[Handwritten signature]*

(Narendra Pratap Singh)
S/o Shri Bijendra Singh
Vill - Lodhoali Post- Etonja
Tehsil-Bakshi ka Talab
District- Lucknow



WITNESS-2

[Handwritten signature]
(Dharmendra Singh)
S/o Shri Bijendra Singh
Vill - Lodhoali Post- Etonja
Tehsil-Bakshi ka Talab
District- Lucknow

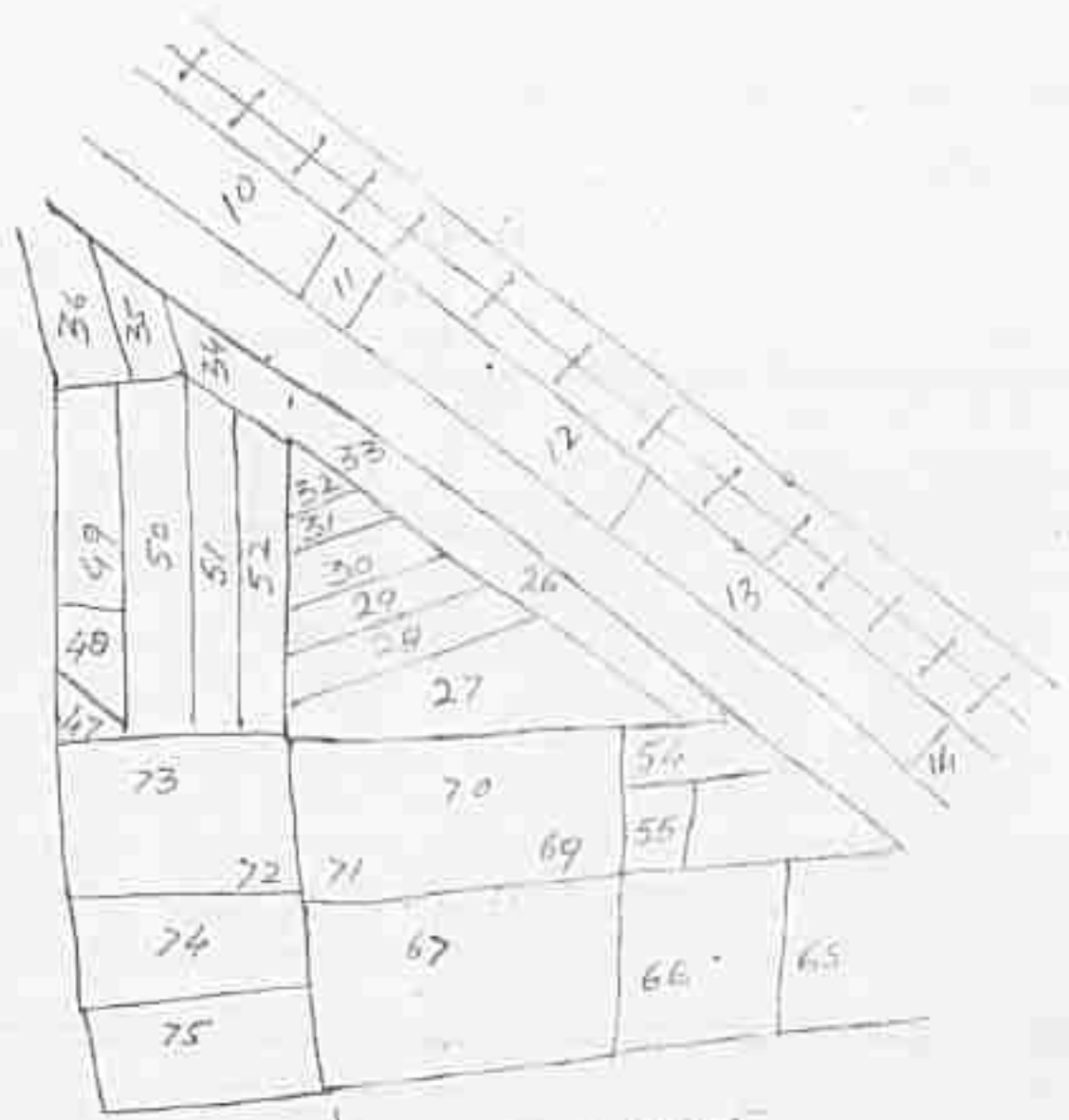


[Handwritten signature]
Tyrothy
[Chander Singh]

[Handwritten signature]
Dra. Pooja
[Dharmendra Singh]
Advocate

MAPE OF 200 METER RADIUS OF SETTLED PROPERTY

VILLAGE KARAUNDI, PARGNA-MAHONA, TEHSIL-BKT DIST. -
LUCKNOW



Scale 1:10000
Date: / /

बही संख्या 1, जिल्द संख्या 10819 के पृष्ठ 117 में
146 तक क्रमांक 13542 पर दिनांक 22/10/2018 को
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सर्वेश सिंह (प्रभारी)

अधीनस्थक - ब्रह्मपी का तालाब

सखनऊ

22/10/2018