

नं 3/15 IV



उत्तर प्रदेश UTTAR PRADESH

328405



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Ward _____

TRUST DEED

This Trust Deed is made on 14th May, 2015 between Shri Kamla Kant Verma aged about 78 years - a Shri Bhai Vinay Verma (a Village Tindauli, Post Chorna, Dist. Saharanpur hereinafter called the Settler (the expression shall unless repugnant to the context of deed to include his executors, administrators and legal representatives) of the one part and Smt. Neelata Verma (a Shri Santam Verma about 27 years (a Village Jindochi, Post Chorna, Dist. Saharanpur hereinafter called the Promoter) (which expression shall unless repugnant deem to include her executors, administrators and legal representatives) of the other Part.

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भारतीय गैर न्यायिक

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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AT 502327

Whereas the settler is desirous of founding school, colleges, degree colleges, deemed and private universities for Basic, Secondary, Higher Secondary, higher and technical education including B.Ed./ B.T.C./ Nursing colleges etc. or in any other field including any type of degree and diploma courses, which are directly and indirectly related to promotion of education in the State of Uttar Pradesh and/or any other place in India for the education of boys and girls in the educative and vocational streams for the general public and for that purpose the Settler hereby contributes Rs. 10,000 into the Trust Fund. The settler will also arrange suitable funds and other assets etc. from time to time for short term and long term uses, for the purposes of the objects as may be deemed appropriate.

and whences the Trustees have agreed to carry out the Trust herein created.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The objects of the Trust are charitable and not for purposes of the profit as follows:-

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उत्तर प्रदेश UTTAR PRADESH

AT 502328

- To open, run and manage an school/ college/ university for the education of boys and girls in arts, science, commerce, B.T.C. and B.Ed. etc. and other vocational pursuits and to develop character of students as well as to educate them in physical culture.
- To establish recognized technical/ medical/ dental/ law colleges etc. for the benefit of the students in particular and society in general.
- To establish recognized institutions to impart degree and diploma courses in any field of educational and vocational pursuits.
- To promote and carry out research activities in the fields directly and indirectly related with the objects of this Trust.
- To give donations to other charitable Trusts and Institutions which are running for the purposes similar to this Trust or other charitable purposes.
- To provide financial assistance to the poor and needy/ weaker section of the society for promotion of education by way of scholarships, grants, loans, books, uniforms etc..

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उत्तर प्रदेश UTTAR PRADESH

AT 502329

g. To do any activity which is directly or indirectly related to or incidental to any of the objects of the trust as above mentioned.

2. Declaration of the Trust-

The settler as absolute owner has delivered cash amounting to Rs. 10,000 and will also arrange from time to time suitable funds and other assets for the purpose of the Trust on long term and short term basis to the trustees to hold the same unto and to the use of the Trustees upon trust and with, under the subject to the powers and provisions herein contained.

3. The name of the Trust shall be "SUMITRA DEVI EDUCATIONAL TRUST".

4. Powers and duties of the Trustees-

- a. The Settler and Promoter Trustee will do all the needful to establish and create the infrastructure of the institutions and other set-ups as above mentioned under the trust.
- b. The Settler and Promoter Trustee have a power to form a management committee with office bearers such as Chairman, Vice chairman, Director, Treasurer, manager etc. for the purpose of the day to day management of the activities of the Trust and to fix their scope of work as to fulfill the objects of the Trust. Trustees can be the members of this committee. They can also take members from outside, if they so deem fit.
- c. The Settler and Promoter Trustee have power to form a separate Management Committee for running school and colleges owned by trust.
- d. The Settler and Promoter Trustee shall employ such staff as they think necessary for giving the necessary human resource infrastructure and set up in the field of education and services to fulfill the objects of the trust and replace them whenever they deem it necessary.



उत्तर प्रदेश UTTAR PRADESH

AT 502330

- e. Out of the receipts of the trust fund which will also include aids, grants, donations etc. received by the Trust, the Trustees shall defray the expenses for the running and managing of the institutions and other set ups as aforesaid and capital expenditure for erecting building and creating other infrastructure for the purpose of the objects of the trust, but if the receipts are insufficient for that purpose the Trustees may use such portion of the corpus of the Trust Fund as may be necessary.
- f. The Trustees shall have the power to borrow money from any bank, institution, individual or concern or otherwise on the security of the Trust property and to mortgage/ hypothecate the Trust property for this purpose. Settler can execute documents and do all the needful for completing the loan procedure of the bank for the purpose of the disbursement of loan.
- g. The Settler and Promoter Trustee may invest the surplus funds in its hands in various movable and immovable properties and securities and liquidate, transfer, sell the same as they deem fit for the objects of the Trust.
- h. The Trustees have the power to create new trust society under the management and control of the existing Trust for the purposes of the existing Trust.

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उत्तर प्रदेश UTTAR PRADESH

AT 502331

5. The Settler shall also be one of the Trustees and permanent chairman of the Trust meetings during his life time and after his demise, the spouse of such person will become the Chairman of the Trust. However, if spouse does not exist on this date then his eldest son shall become a Chairman of the Trust followed by the younger son.
6. In case of demise of any of the promoter Trustee, the spouse of such person will become the trustee. However, if spouse does not exist on this date then his eldest son shall be a trustee, if however, there is no such male member exist on that day then the eldest daughter shall be the trustee.
7. New Trustees can be inducted in the team of existing trustees by the Settler and the promoter trustee as they deem necessary. However after the demise of the settler and the promoter trustee, the other trustees have a right to induct a new trustee with a minimum of 51% vote in favour of the new incumbent.
8. If any of the Trustees becomes bankrupt or found guilty by court of an offence involving moral turpitude or become insolvent or remains absent from India for a period of six months without any notice to the effect to the managing committee of the trust or resigns from his/ her post or otherwise incapacitated physically, the remaining trustees with the consent of the settler so long as he/she is alive may appoint his/ her substitute, if deemed necessary.

समस्त पक्षों के प्रतिनिधियों के बीच



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INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

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9. That the Trustees may accept any gift, donations, aids, grants etc. from individual, concern, body corporate or government institutions or otherwise from any legal sources based in India and abroad for and on behalf of the Trust for the objects of the Trust.
10. In case there is a difference of opinion between the trustees, the decision of the majority of the Trustees relating to the Trust shall be binding and be effectual and shall be carried out. In case of tie in the voting, the settler's decision shall be binding.
11. In case of failure of the Trust for want of its objectives or Trust having been impossible of performance, the Trustees shall move the court and would apply the funds as per direction of the court.
12. The Trustees shall in no case be liable for any loss to the trust unless the trustees are found guilty of fraud.
13. This is a public charitable Trust. The properties of the Trust shall in no case including dissolution of the trust, would revert to the founder/ trustees or their descendants or to any other person except to any other trust or society formed with charitable purpose or as per direction of the court.
14. The trustees are permitted to open and maintain in the name of the Trust a savings/ current a/c with any schedule bank, which shall be operated by the Settler or as per the written directions of the Settler.
15. That the Trustees shall have the power to refer any dispute to arbitration, and to file suits on behalf of the Trust, and to compromise or compound all actions, suits and other proceedings and all differences and disputes touching the trust properties, and to adjust and settle all accounts relating to the Trust and/ or its properties.

अभिमान प्रेम



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उत्तर प्रदेश UTTAR PRADESH

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16. That the Trustees shall maintain proper books of accounts for the Trust and shall draw its Final Accounts on 31st march each year and will also get them audited by a qualified Chartered accountant.
17. That the Trustees may reimburse to themselves and pay and discharge out of the Trust fund all expenses incurred in or incidental to the execution of the objects and purposes of the trust. If they act in any additional capacity in the day to day affairs of the activities of the institutions and other set ups of the trust, they may be paid reasonable remuneration for their additional services.
18. Every Trustee will be at liberty to resign on giving one month's notice to the Trustees committee of his intention to do so.
19. A trustee shall vacate his office if
- He/she resigns his/her office as a trustee.
 - He/she fails without obtaining leave or absence to attend all the meetings of the trustees held for six consecutive months or three consecutive meetings, whichever occurs earlier.
 - He/she is found of guilty of fraud or an act involving moral turpitude.
20. The Trustees may from time to time frame rules for the conduct and regulations of the meetings of Trustees for administration of the Trust in the absence of such regulations.

CHITRAKESHARI SHARMA



भारतीय गैर न्यायिक

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उत्तर प्रदेश UTTAR PRADESH

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- a. 2/3rd of trustees with minimum of Two Trustees shall form a quorum for a meeting of the Trustees.
 - b. The meeting of the Trustees shall take place at least once in every calendar quarter.
 - c. Any revision, alteration and addition to the existing rules regarding trustee meetings may be done in a meeting of the Trustees by passing it with a special majority.
22. No part of the Trust fund, either the corpus or the income there from, shall be utilized for any object other than that of the trust hereby created.
23. The regd. office of the Trust shall situate at Village Tardoh, Post Charna, Dist. Sultanpur unless otherwise so determined by the Trustees in their meeting.
24. The trustees with special majority can amend/ alter any of the clauses of the bye laws of the trust deed, which should however, not be ultravires of the provisions of The Indian Trust Act, 1882.

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INDIA NON JUDICIAL

उत्तर प्रदेश **UTTAR PRADESH**

77AC 059061

- 25. On the date of the registry of Trust, the Trust does not have any immovable property in the corpus of the Trust.
- 26. For the purpose of the assessing the stamp duty the value of the Trust property is Rs. 10,000 as contributed by the founder in cash.

In witness whereof the Settler hereto has hereunto set his hand.

WITNESS

बेमुक्त 5/08/19 रामदेवकांत
 अ. विवेक पाठरीअर
 प. अलदुगु
 त. गंगादीक्षर पीठराठराअर

(Kamla Kant Verma)
 (Kamla Kant Verma)
 Settler



रामदेवकांत 5/08/19 रामदेवकांत
 अ. विवेक पाठरीअर - अलदुगु
 प. अलदुगु - अलदुगु
 त. गंगादीक्षर पीठराठराअर - अलदुगु



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नगर विभागा - श्री गवों संख्या - 248/262
रत्न प्रति वृत्त संख्या - 73 - के वृत्त
विद्यमान संख्या - 73

Ram
16/5/15





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8/22 IV
INDIA NON JUDICIAL

Government of Uttar Pradesh

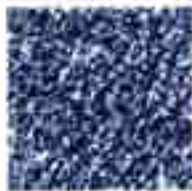
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सुमित्रा वर्मा
• नवीन का-नं. UPI418550
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Certificate No.	: IN-UP83827573024446U
Certificate Issued Date	: 08-May-2022 02:30 PM
Account Reference	: NEWIMPACC (SV) up14185504/ JAISINGHPUR/ UP-SLT
Unique Doc. Reference	: SUBIN-UPUP1418550458211335746423U
Purchased by	: SUMITRA VERMA WO LATE KAMLAKANT VERMA
Description of Document	: Article 64 (A) Trust - Declaration of
Property Description	: Not Applicable
Consideration Price (Rs.)	: 1,000
First Party	: SUMITRA VERMA WO LATE KAMLAKANT VERMA
Second Party	: Not Applicable
Stamp Duty Paid By	: SUMITRA VERMA WO LATE KAMLAKANT VERMA
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)

सत्यमेव जयते

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Statutory Alert

- The authenticity of the Stamp Certificate should be verified at www.e-stamping.gov.in or using e-Stamp Mobile App of Stock Holding
- The validity of the Stamp Certificate will be voided in the event of Multiple Registrations
- In case of any discrepancy please contact the concerned authority

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SUPPLEMENTARY DEED

This Supplementary Deed is executed on this 06th day of May, 2022 **between**

Smt. Sumitra Verma W/o Late Shri Kamla kant Verma, R/o 66, Tindauli, Chorama Sultanpur, Uttar Pradesh hereinafter called the "Settlor" (the expression shall unless repugnant to the context in deed to include their executors, administrators and representatives) of the FIRST PART

AND

Smt. Nivedita Verma, d/o Sri Shri Santram Verma about 34 R/o Village Tindauli, Post chorama Distt.Sultanpur, Uttar Pradesh hereinafter referred to as the "Promoter/Trustee of The Trust" (which expression shall unless repugnant to the context in deed to include Trustee and their successor) of the SECOND PART.

सुमित्रा वर्मा



WHEREAS

1. The Original Trust Deed Dated 14.05.2015 was registered on 16.05.2015 in the name of **"SUMITRA DEVI EDUCATIONAL TRUST"** in the Sub Registrar office, Sultanpur.U.P.
2. As per Clause 5 of the Original Trust Deed, the Promter Trustees desires to appoint spouse of the demised settlor due to his sudden demise on 16-05-2021 "The Settler" and trustee of the Trust.
3. The Settler and Trustees by virtue of the Trust Deed ("the Original Trust Deed") dated the 16th day of May, 2015 are the settler and Trustees respectively of the **"SUMITRA DEVI EDUCATIONAL TRUST"** ("THE Trust")

Sumitra Devi



4. At a duly constituted meeting of the Trustees of the Trust, held on 15.02.2022; the Trustees passed a resolution amending the Original Trust Deed and appointed a new Settlor and the execution of a Supplemental Trust Deed to reflect the change.
5. It is proposed to execute this supplementary deed so as to conform the demise of Late Shri Kamla kant Verma and appointment of New Settler.
6. This Supplementary Deed is to be read and understood along with the original Trust deed 16.05.2015.
7. This Supplementary Deed does not affect in any manner the remaining clauses of the original trust deed dated 16.05.2015.

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NOW THIS DEED WITNESSTH AS FOLLOWS:

1. Unless the context indicates otherwise in this Deed, the following words or expressions used in this Deed shall have the same meanings assigned to them as in the Original Trust Deed.
2. Clause 5 of the Original Trust Deed stated as:

The Settler shall be one of the trustee and permanent chairperson of the trust meetings during his life time and after his demise, the spouse of such person will become the chairperson of the trust, However, if spouse does not exist on this date then his eldest son and shall become the chairperson of the trust followed by the younger son.
3. Subject to the provisions herein contained, this Supplemental Trust Deed shall be read and construed as part of the Original Trust Deed and unless the context otherwise requires, the Original Trust Deed shall remain in force and shall be binding on the parties

सुनिश्चकरी



IN WITNESS WHEREOF, we the above named parties have put my hands and fingerprints before these presents on the date, month and year mentioned first above.

WITNESSES:

WITNESS


शुद्ध रामनाथक वसी
क्र. सि.पौ.ली बराना
शुद्ध अजयिहपुर
जिला बुलडापुर

सुमित्रावती

SUMITRA VERMA
(Settler)

2

शुद्ध बापूराज बापू
क्र. नि.प.सि.पु. (नौवारीका पुस्तक)
शुद्ध अजयिहपुर
जिला बुलडापुर

NIVEDITA VERMA
(Trustee)


सुमित्रावती



आवेदन सं०: 202200916002064

बही संख्या 4 जिल्द संख्या 10 के पृष्ठ 55 से 60 तक क्रमांक 8 पर
दिनांक 06/05/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


एस० के० तिवारी प्र०
उप निबंधक : जयसिंहपुर
सुलतानपुर
06/05/2022

