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MATA KUNWAR KAUR VIDYA BHANDAR TRUST

DEED AND INSTRUMENT OF TRUST

PREPARATORY STATEMENT

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WHEREAS over millions of persons are affected by various acts and omission of the non-performance of Government agencies due to various reasons thereby to remain illiterate and poor

AND WHEREAS the numbers are projected to rise in geometrical proportions and are expected to double very quickly

AND WHEREAS is it necessary to institute and augment measures to remove illiteracy to poverty and bring the affected persons in the proper stream of life so as to better and native citizen of India.

AND WHEREAS the general facilities to remove illiteracy, poverty and facilities in school already available are not sufficient due to various slackness and the reasons which required to be looked upon and taken in priority

THE DECLARATION OF TRUST

HENCE this declaration of Trust is made on this the 4th day of April 2001, at Delhi by S. Navender Singh Chahal S/o S. Kharag Singh Chahal D-297, Forest Lane, Sanik Farms, New Delhi (hereinafter called the "Founder"/"Settlor") which expression shall, unless excluded by or repugnant to the Subject of the context, be deemed to include his successors, assigns, nominees, representatives, executors or administrators

AND WHEREAS the following have agreed to act as trustees (hereinafter referred to as the "Board of Trustees") and having accepted thereto signed the Deed and Instrument of Trust

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1. S. Narender Singh Chahal S/o S. Kharag Singh Chahal, aged 44 years.
D-297, Forest Lane, Sainik Farms, New Delhi
2. Mrs. Paramjeet Kaur Chahal W/o S. Narender Singh Chahal, aged 40 years.
D-297, Forest Lane, Sainik Farms, New Delhi
3. S. Avtar Singh Chahal S/o S. Narender Singh Chahal, aged 19 years.
D-297, Forest Lane, Sainik Farms, New Delhi

Hereinafter called the Trustees (which expression shall, unless repugnant to the context, include their successor or successors in office and survivor or survivors, assigns and the Trustee or Trustees for the time being of these presents):

AND WHEREAS the Settlor has settled and has endowed the above said Trustees with a sum of Rs. 5000/- (Rupees Five Thousand only) by Cash towards the Corpus of the Trust, with the purpose of including the Trust and for the objects set out hereinafter.

AND WHEREAS the said sum of Rs. 5000/- (Rupees Five Thousand only) cash this day 4th April 2001 has been transferred, paid and handed over to the Trustees by the Settlor at the time of execution of this Deed of Trust.

HENCE IT WITNESSETH AND IT BE AND IS HEREBY AGREED TO AS FOLLOWS:

1. NAME CLAUSE

The name of the Trust shall be : "MATA KUNWAR KAUR VIDYA BHANDAR TRUST".

2. SITUATION CLAUSE

The Registered Office of the Trust shall be situated at
D-297, Forest Lane, Sainik Farms, New Delhi-110062

3. OBJECTS CLAUSE

- 3.1 The Trust shall be a voluntary, non-commercial, non-profitable Public organisation dedicated to general public charitable welfare promotion all over India and its funds shall be used to achieve the aims & objectives as stated below.
- 3.2 To establish, maintain, support schools, colleges, professionals, vocational and technical educations.
- 3.3 To take over any type of educational institutions(s) in the interest of the Trust.

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- 3.4 To establish, manage, and maintain homes and institutions for the welfare and relief of widows, orphans, physically handicapped, old aged persons and for their training in home industries and other small scale crafts, etc.
- 3.5 To provide medical relief and facilities for the public by managing dispensaries by establishing hospitals, health centers or in associations with person or associations or through existing hospitals.
- 3.6 To grant scholarships to students for studies in educational institutions, vocational and technical or research institutions in India or abroad.
- 3.7 To provide food, clothing, give donation to poor, orphans, widows and physically handicapped persons so as to arrange marriages of orphans or daughters of widows.
- 3.8 To arrange scholarship, fee education, and upliftment of necessary facilities for the children of poor inhabitants of villages, cities of India and take up the most undeveloped villages for its upliftments.
- 3.9 The prima facie aid is to remove illiteracy amongst the weaker and the poor and down trodden society living in Jhugi clusters, remote areas and villages in the country.
- 3.10 Without prejudice to the generality of this clause, it is hereby declared that the Trustees shall be entitled to pay, utilise or apply an income arising from the Trust Fund for the benefit of the objects of the Trust. It is hereby declared that no part of the income derived from the Trust fund shall be used, directly or indirectly, for the benefit of any person(s), as prohibited under the provisions of the Income Tax Act, 1961, amended from time to time.
- 3.11 To acquire the land from the Govt./Semi Govt./Association/Institutions/or any local body for Trust in the name of Trust anywhere in India and/or to fulfil the objects of the Trust.
- 3.12 To accept/take the donation/loan(s) in kind or cash from General Public, institution, association, bank, trust, etc. to the advancement and promotion of the objects of the said Trust.
- 3.13 And generally to do all such things and acts as are incidental or conducive to the fulfillment of the objects of the trust including the staging and promotion of events for the promotion of objects as may be regarded as charitable under the provisions of the Income Tax Act, 1961 or any other notification or re-inactment thereof for the time being in force without any distinction based on caste, creed, religion, race or community.

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4. CONSTITUTION OF THE TRUST

- 4.1 That the Registered office of the Trust shall be at Delhi, i.e., D-297, Forest Lane, Sainik Farms, New Delhi.
- 4.2 That this will be called the Charitable Trust and will function all over India as per its parameters of Aims and Objectives.
- 4.3 Whereas the following persons shall be Trustees for life in Trust :
1. S. Narender Singh Chahal
 2. Mrs. Parmjeet Kaur Chahal
 3. S. Avtar Singh Chahal
- 4.4 There shall not be less than two and not more than eleven Trustees at any time, who constitute the Board of Trustees.
- 4.5 The Founder/Settlor shall be the Managing Trustee.
- 4.6 That the Board may, for the effective functioning of the Trust, expressly delegate such powers as it may consider necessary, to the Managing Trustee.
- 4.7 The Board of Trustees may appoint an Executive Director of the Trust and delegate such powers as it may consider necessary. The Executive director shall report directly to the Managing Trustee.
- 4.8 The Board of Trustees may appoint one of the trustees as a managing Trustee and the founder/Settlor shall act as chairman of such Managing Trustee.
- 4.9 The Board of Trustees may appoint an Executive Committee, an Administrative Committee, a finance committee and/or such sub/committees as may be necessary for the attainment of the Objects of the Trust and they will work under the Chairmanship of founder/Settlor.
- 4.10 The Board of Trustees may appoint eminent and distinguished persons as Chief Patron and Patrons or constitute an Advisory Committee for a limited or an unlimited duration. The Board may confer such rights and privileges on its Patrons and Advisors as may be deemed fit.
- 4.11 If, at any time, the number of Trustees shall fall below two(2), the Board of Trustees shall not, except for the purpose of filling the vacancy act, so long as the number is below two.

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- 4.12 The Board of Trustees may select, appoint and co-opt one or more Trustees, provided the number of Trustees on the Board does not exceed eleven at any time.
- 4.13 A Trustee shall cease to hold office and can be removed from trusteeship on the happening of any of the following events:
- a) On submitting a resignation by giving notice in writing to his/her co-trustees.
 - b) On becoming insolvent.
 - c) On being found of unsound mind by a court of competent jurisdiction,
 - d) On being convicted by a court of any offence involving moral turpitude and sentence in respect thereto for imprisonment of not less than six months.
 - e) On a resolution passed by two thirds of the Board of Trustees present at the meeting.
 - f) In case of death
- 4.14 If and whenever any Trustee dies, resigns, becomes unfit or incapable to act or otherwise vacates his/her office for any reason whatever, the remaining Trustees may appoint new Trustee(s) in the place and instead of Trustee(s) so dying, resigning or becoming unfit or incapable to act, or vacating the office.
- 4.15 When the activities of the Trust extend to areas in India other than Delhi, the Board of Trustees shall have the authority to appoint a Local management Committee to look after the related activities at different places. One or more Trustees shall be members of the such Local management Committee.

5. MEETING OF THE BOARD OF TRUSTEES

- 5.1 That the Chairman of the Trust shall call the annual meeting once in a year and the Trustees shall have the authority to appoint a Local Management Committee to look after the related activities at different places. One or more Trustees shall be members of the such Local Management Committee.
- 5.2 The Board of Trustees shall meet at least once every year. Emergent and extraordinary Meetings shall be convened by the Managing Trustee either on his/her behalf or on a written requisition of at least two Trustees by giving the Trustees 15 clear days written notice or such shorter notice as the Trustees may decide from time to time, which shall be accompanied by an Agenda, together with supporting materials, as required.

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5.3 The Managing Trustee shall act as the Chair-person at all meetings of the Board of Trustees. In the event of his/her inability to attend, his/her expressly appointed Nominee shall chair the meeting of the Board of Trustee.

5.4 All resolutions shall be passed by a majority of Trustees present and voting. The Chair person shall have a second and casting vote in case of a tie.

5.4.1 The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for the purpose, and signed by the Chair person of such meeting or of the following meeting.

5.5 RESOLUTION BY CIRCULATION

Whenever it is not possible for the Trustees to meet, Resolutions by Circulation shall be considered as valid and affectual as a Resolution passed at a meeting of the Trustees.

5.6 QUORUM

5.6.1 The quorum for the meetings of the Board of Trustees, when the strength of the Board of Trustees is two, shall be two. Whenever the strength of the Board exceeds two, the Quorum shall be one-third the existing strength of the Board of Trustees (fractions being rounded up to a whole)

5.6.2 The presence of the Managing Trustee or the expressly appointed nominee shall be necessary for constituting the Quorum, in all instances.

6. POWER AND FUNCTIONS OF THE TRUSTEES

6.1 The general management and control of the Trust properties and its' affairs shall be vested in the Trustees, and the Trustees shall have power to do all such acts as may be considered necessary for the benefit of the Trust and/or management of its' properties and affairs.

6.2 Without prejudice to any powers that the Trustees may have under any law for the time being in force, or to their general powers of management, the Trustees shall have the following powers:

6.2.1 To manage the Trust and the Trust Fund and to do all acts, deeds, and things necessary for the preservation, maintenance, and management thereof and the affairs relating thereto or connected therewith, including the making of procedures, rules and regulations from time to time in regard to the same. The

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procedures will include one to time in regard to the same. The procedures will include one for reviewing and approving projects/interventions of the Trust.

- 6.2.2 To apply all income derived from the Trust fund Solely and exclusively for the purposes/objects of this trust, only in India, and where it is not possible to apply wholly such income only in India, they shall observe such conditions as are laid down in Section 11 of the Income Tax Act, 1961, or any other Section thereof as may from time to time be enacted so as to ensure that the exemption from tax in respect of the income derived from the Trust Fund is not lost for any year.
- 6.2.3 To apply any part of the Trust Fund in acquiring movable or immovable properties and to sell, exchange, mortgage, alienate or otherwise dispose of the same as they may think fit and proper.
- 6.2.4 To purchase, construct, pull down, renovate, alter, improve add to, Develop or repair any immovable properties forming part of the Trust Fund, as they may think fit, the Trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Fund, either by public auction or any private contract, at such price and on such terms and conditions relating to title or otherwise in all respects, as they may, in their absolute discretion think fit to buy in, rescind or vary any contract for the sale thereof, to resell the same without being answerable for any loss occasioned thereby, and for that purpose, to execute all necessary conveyances, transfers or other assurance, and to pass valid and effectual receipt and discharges for all monies received by the Trustees, and sign and execute any sale deed or other assurances on behalf of the trust, and to get the same registered according to law.
- 6.2.5 To insure any premises comprised in the Trust against any losses by fire, lightning or civil commotion or any other risk or losses as the Trustees may think fit. 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 charitable purposes. The Trustees shall also be at liberty to allow the same or any part thereof be occupied by any employee of the Trust on such terms as the Trustees may see fit.
- 6.2.6 The Trustee may lease or let out on royalty any land or building or any part thereof belonging to the Trust or acquired or constructed for the purpose(s) of the Trust or any land or building vested in it, or sub-lease or give right to exploit any concessions or licences or such rent or royalty to any person, either from year to year or for a term of years, and the rent or royalty as received shall form part of the income of the Trust and be applied accordingly.
- 6.2.7 To acquire, purchase, vary, sell, exchange, convert, change, transfer, transpose or otherwise deal with all or any of the properties and investments including,

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Government securities, belonging to the Trust or representing the Trust Fund and to sell and reinvest the same as the Trustees may deem fit and proper.

- 6.2.8 The Trustees may utilise the help of any individual, firm company society, Corporation, institution association (whether incorporated or not), local authority, Government or charitable institution, for the advancement and furtherance of all or any of the Objects and purposes of the Trust. The Trustees may also take over the management of any charitable or public institutions on such terms as they think fit and may manage such institutions.
- 6.2.9 The Board of Trustees, in consultation with the other, Trustee(s) shall have full Power to enter into contracts for carrying out the Objects of the Trust and to borrow Money for the purposes of the Trust and management of its properties and assets, on any terms and on securities or otherwise, as the Trustees may consider proper.
- 6.2.10 That the bank account of the Trust shall be opened in any Nationalised/Scheduled Bank and shall be operated by Managing Trustee or his nominee under the joint signatures of the Founder/Settlor and any of the Trustees
- 6.2.11 To institute suits, actions, and legal proceedings, to prefer appeals, to make Appeals, to make Applications or petitions, and to give affidavits wherever necessary and to defend or compare, compromise, abandon, submit to arbitration or otherwise settle any suits, actions, claims, legal proceedings, appeals regarding and touching the Trust Estate and/or the Trust properties and to do all other acts and things as fully and effectually as if the Trustees are absolutely entitled to the Trust Estates and Trust properties, without being liable or answerable for any loss occasioned thereby.
- 6.2.12 That the Trustees shall be at liberty to contribute themselves and to receive any Donation from the other person(s) interested in any of the objects of the Trust. Any money or property thus received shall also be the part of the Trust Property.
- 6.2.13 To apply the whole or any part of the Trust Fund (corpus and/or income) or property for the Objects and purposes of the Trust and to set the whole or part of the income of the corpus or part thereof for any of the Objects of the Trust.
- 6.2.14 To amalgamate, appoint and constitute attorney(s) legal practitioners, agents, accountants, etc and to delegate to them all or any of the duties and powers vested in the Trustees, with regard to the management of the Trust property and including regard to the management of the Trust property and including starting or defending of legal proceedings, or for the opening or operating upon accounts with any Nationalised/Schedule Bank(s).
- 6.2.15 To appoint paid or honorary Field Workers, Field Staff, Staff For Evaluation and Monitoring of Projects, activities related to discrimination of information,

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organisers, Secretaries, Managers, and other employees on such terms and conditions as the Trustees in their discretion think proper and necessary for carrying out the Management of the Trust and to pay their remuneration, to concern on secretary, managers and other employees, any powers of the Trustees for the general of specified purposes as may be deemed expedient and proper for the convenience of the administration and/or proper working of the Trust. The Secretary of Executive Director or other employees so appointed shall be responsible for keeping the Board of Trustees and its sub-committees concerned fully informed of the general working and administration of the Trust, subject to the supervision and control of the Trustees and/or any Trustees and/or person(s) authorised by the Trustees for the purpose.

- 6.2.16 To appoint and nominate Patrons and other honorary positions and to give such other designations to various persons extending help for the running of the Trust or for the cause of the Trust.
- 6.2.17 And generally to do all acts, deeds, matters, and things as may be necessary of the administration of the Trust and/or the Trust fund and all other matters incidental thereto or connected therewith.
- 6.2.18 The Board of Trustees shall make rules and regulations relating to the Trustees Meetings and the conduct of business at the said meetings and the conduct of business at the said meetings.
- 6.2.19 The Trustees may invest the Trust Fund in the manner prescribed under Section 11(15) of the Income Tax Act, 1961 as the Trustees may think fit.
- 6.2.20 The trustees shall be responsible only for the such property, money, shares, stocks and funds as shall actually come into their hands, and shall not be answerable or accountable for the neglect, default, acts of commission of the other members of the Board of Trustees, nor of any banker or other persons with whom the Trust properties or any securities may have been deposited or handed over, unless cause by their willful neglect or default.
- 6.2.21 The receipt of a person authorised by the Trustees through a resolution of the Board of Trustees for any money paid or any property transferred or delivery made to the Trustees in the execution of any of the objects of the trust or for the purchase money or any property authorised to be sold, shall effectually discharge any person(s) so paying or transferring or delivering.
- 6.2.22 The Trustees shall be entitled to reimburse themselves for all expenses incurred by them connected with the Trust or their duties relating thereto, but shall not be entitled to any remuneration.
- 6.2.23 The Trustees hereof, with the consent of three-fourths of the existing Board of Trustees, may, whenever deemed necessary and expedient, appoint any other

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person(s) as Trustees, and such appointments shall be in writing provided however, that the number of Trustees will not at any time exceed seven.

7. ACCOUNTS AND AUDIT

- 7.1 The Trustees shall cause true and accurate accounts to be kept of all monies received and spend and of all matters in respect thereof, in course of management of Trust properties or in relating to the carrying out of objects and purposes of the Trust, as well as all the assets, credits, effects of the Trust properties and the business of the Trust.
- 7.2 If the income of the Trust is covered by the conditions laid down in Section 12A(B) of the Income Tax Act, the Trustees shall appoint a Chartered Accountant as the Auditor to conduct the audit of the accounts of the Trust and prepare the statutory report. Even otherwise, the Trustees may, in their discretion, appoint a Chartered Accountant for internal/yearly audit of accounts on such remuneration as they may decide.
- 7.3 That the account shall be examined and passed by the Trustees at their annual Meeting or such other meeting called particularly for that purpose.
- 7.4 All the main account books of the Trust shall be kept at the Head/Regd Office of the Trust or at such other place as the Trustees may decide.
- 7.5 The Trustees shall invest or deposit the Corpus Funds of the Trust and the income derived therefrom, strictly in accordance with provisions relating to Public Charitable Trusts in the Indian Income Tax Act, 1961.
- 7.6 The surplus funds of the Trust shall be invested, as provided in the Indian Income Tax Act 1961.
- 7.7 If the Income from the property of the Trust in a particular year is not fully utilised, the accumulated income shall be carried over to the next year(s) and spent in such subsequent year(s) for the advancement of any of the objects of the Trust, subject to the relevant provisions of the Income Tax Act, 1961.

8. MISCELLANEOUS PROVISIONS

- 8.1 The closing of the accounts of the Trust shall follow the prescribed date of closing of Trusts as set out in law.
- 8.2 If any of the objects mentioned above, are found to be outside the scope of the Income Tax Act, 1961, or any Amendment thereof, as may be in force at the relevant time, or if they contravene the provisions of any other law relating of

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Charitable Trusts, the Boards of the Trustees may delete the same or any part thereof from the Objects of the Trust.

- 8.3 In case any of the objects are found to be absolutely impossible or invalid for any reason, including being vague, or for any other cause become invalid or impossible, subject to any subsequent legislation or otherwise, such objects(s) shall be deemed not to have been included in the Objects of the Trust. This shall not affect the validity of the Trust, or the continuance of the trust, for the fulfillment of the remaining Objects, in any manner whatsoever.
- 8.4 In case of failure of the Trust for want of objects, the Board of Trustees or it's nominee or it's successors-in-office may move court for Amendment of any of the Objects of Trust, if found necessary.
- 8.5 No Trustee shall be liable for any loss of the Trust's funds or properties, unless it has been caused due to his/her gross negligence or the trustee him/herself is guilty of fraud misfeasance, embezzlement, breach of trust etc.
- 8.6 No part of the Trust's funds or income therefrom shall be utilised for any other object than that of the Trust hereby created.
- 8.7 The Board of Trustees may absorb any other Trust, Society, or institution having objects similar to the objects of the present Trust or amalgamate the present Trust with any other Trust, Society or Institution having similar objects.
- 8.8 In the event of the Trust being wound up, the corpus funds of the Trust, including its other assets, shall stand transferred to any other Trust, Society, or Institution or Public Organisation, created for the promotion of objects similar to the present Trust, subject to the decision of the Board of Trustees.
- 8.9 The income of the Trust shall be strictly applied to the Objects enumerated above and no part of it shall be applied to any objects outside the present Trust, or beyond the Schedule as contained in the Indian Income Tax Act, 1961.
- 8.10 The Income of the Trust shall not be accumulated except to the extent as may be permissible under the Income Tax Act, 1961.
- 8.11 The Board of Trustees shall have the power to amend the present Trust, so that the objects of the Trust may be more effectually attained.

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In witness whereof the parties have hereon to set their respective names on the date, month and year first written herein above.

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Settlor of the Trust.

V. Saini

Witness No.1

VINOD KUMAR SAINI s/o SH. RAM CHAND SAINI
s/o C-1/44, GALI NO. 19, RAJURI (KHAS) DELHI-94

HC No 132856

CH/52

Witness No.2

N. C. BAJAJ
Advocate
Old Court, Delhi

