

PAN AARP9372 F
SU-DARK GPT



Sukh Pal Singh
 दिल्ली DELHI
 PAN AARP9372 F

Sh. Ashok Gupta
 PAN AARP9372 F

Sh. Arjun Singh
 PAN AARP9372 F

Sh. Navin Singh
 PAN AARP9372 F

Sh. Vikram Singh
 C 718862
 PAN AARP9372 F

TRUST DEED

817

This DECLARATION OF TRUST is made in the city of New Delhi on this 7th day of May 2007 by Sh. Sukh Pal Singh (also known as Sh. S.P.Gupta) S/o Late Sh. Sarup Singh R/o 1274/2, Naiwala Karol Bagh, New Delhi-5 hereinafter called 'the author'.

10/5/07

WHEREAS the parents of the author namely Late Sh. Sarup Singh & Late Smt. Bhagwati Devi had always wished for themselves and their descendants to do some or the other kind of Charitable activity for the benefit of the public at large. Taking their wish forward and having these feelings and attitude nurtured to me by them, I am moved to form this trust herein for the benefit of general public at large, without any discrimination of any nature including caste, colour or creed.

AND WHEREAS, the following persons at the request of the author, have agreed to act as the trustees of the Trust:-

1. Sh. Sukh Pal Singh
 S/o Late Sh. Sarup Singh R/o.1274/2, Naiwala, Karol Bagh, New Delhi-05
2. Sh. Ashok Gupta
 S/o Sh. Sukh Pal Singh R/o.1274/2, Naiwala, Karol Bagh, New Delhi-05

Signature

16060

S. No	No
Eds	Eds
Purpose	Through
PARVESH KUMAR L. No-467, I.T.O., New Delhi	

In sum. Parshu
 D. Sum. 10.
 4/2 money

Parvash

13 MAY 2007

Parvash



Parvash




RESUME
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Shircha



3. Sh. Praveen Gupta
S/o Sh. Sukh Pal Singh R/o.6B/4, NEA, Old Rajinder Nagar, New Delhi.
4. Sh. Naveen Gupta
S/o Sh. Sukh Pal Singh R/o.6B/4, NEA, Old Rajinder Nagar, New Delhi.
5. Sh. Vipin Gupta
S/o Sh. Sukh Pal Singh R/o. 6B/4, NEA, Old Rajinder Nagar, New Delhi
6. Sh. Deepak Gupta
S/o Sh. Sukh Pal Singh R/o.1274/2, Naiwala, Karol Bagh, New Delhi-05

All the above named persons jointly referred to as 'The Trustees' and / or 'Board of Trustees' (which expression shall be deemed to include all such persons who shall in future by the virtue of this deed or otherwise be treated as trustees from time to time).

AND WHEREAS the author in terms of the above perspective, hereby dedicates absolutely a sum of Rs. 11,000/- (Rupees Eleven Thousands only) in cash and endow the trust by handing over the same to the trustees to be held by them hereinafter in the name of the Trust which shall be known as :

'BHAGWATI DEVI SARUP SINGH CHARITABLE TRUST'

subject to the terms and conditions as set out herein.

AND WHEREAS with a view to secure proper and permanent administration of the Trust by the trustees appointed hereby it is considered advisable to execute a formal deed of Trust specifying certain terms and conditions for such administration and also the powers of the trustees.

**NOW THIS DEED, THEREFORE WITNESSTH AND IT IS HEREBY DECLARED BY
THE AUTHOR AS FOLLOWS :-**

1. **NAME :-**

The name of the Trust shall be

'BHAGWATI DEVI SARUP SINGH CHARITABLE TRUST'


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Deed Related Detail

Deed Name TRUST

Land Detail

Tehsil/Sub Tehsil	Sub Registrar III	Area of Building	0	चौक
Village/City	Nai Wala	Building Type		
Place (Segment)	Nai Wala			
Property Type	Others			
Area of Property	0.00	0.00	0.00	

Money Related Detail

Consideration Value 0.00 Rupees

Stamp Duty Paid 0.00 Rupees

Value of Registration Fee 3.00 Rupees

Pasting Fee 1.00 Rupees

executed by: Sh/Smt.

S/o, W/o

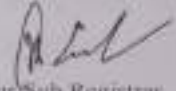
R/o

SH SUKH PAL SINGH

Sarup Singh

1274/2, Naiwala, Karol Bagh, N D

at the office of the Registrar/ Sub Registrar, Delhi this 10/05/2007 day
 Thursday
 between the hours of


 Registrar/Sub Registrar
 Sub Registrar III
 Delhi/New Delhi

Signature of Presenter

execution admitted by the said Shri/Smt SH SUKH PAL SINGH

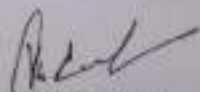
and Shri/Smt /Km. NP

Who is/are identified by Shri/Smt/Km. Rishu Gupta S/o W/o D/o Ashok Kumar R/o 42898, Shahdara, Delhi

and Shri/Smt /Km Shiv Charan S/o W/o D/o T Daas R/o 3452/201, Delhi Gate, Delhi

(Marginal Witness) Witness No. It is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.


 Registrar/Sub Registrar

Sub Registrar III

Delhi/New Delhi

Date 10/05/2007

2. DIVESTATION / DEDICATION OF FUNDS :-

The author, possessing a sum of Rs. 11,000/- (Rupees eleven Thousand only) in cash (which is the absolute & exclusive property of the author), hereby conveys, transfers and grants absolutely the said sum of Rs.11,000/- (Rupees eleven thousands only) in cash onto the trustees for the purposes and objects specified herein, that is to say to be used and appropriated by the trustees for carrying out and fulfilling the said purposes and objects. Thus the author hereby completely relinquishes for all times any claim or interest in the said sum of Rs.11,000/- (Rupees Eleven Thousand only) and dedicates the same to the trust.

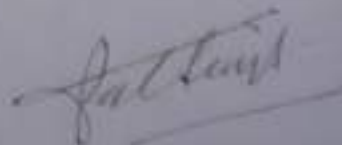
3. TRUST PROPERTY :-

The said sum of Rs. 11,000/- (Rupees Eleven Thousand only) shall become and form the initial corpus and property of the Trust, hereinafter described as the 'TRUST PROPERTY'.

The term 'TRUST PROPERTY' shall mean and include the aforesaid sum of Rs.11,000/- (Rupees Eleven Thousand only) all additions and accretions thereto; the income arising there from, and the acquisitions therewith in whatever form; and all other property which may from time to time vest in, or may become due to the Trust, or be received by it from any source. In particular any kind of specific gifts, donations, subscription, grants, presents, offering and voluntary contributions received by the trust either in money or money's worth, shall always form part of the corpus of the Trust and shall be included in the 'TRUST PROPERTY'. Without prejudice to the generality of the aforesaid, the trust property shall mean and include in particular, all movable or immovable properties which may, under the terms of these presents are purchased, acquired, substituted, added, converted by the trustees from time to time.

4. HEAD OFFICE :-

The head office of the trust shall be at "1569/30, Naiwala, Karol Bagh, New Delhi" for the time being, but the trustees shall be at liberty to shift the same at such other place(s) as may be decided by the Trustees from time to time.

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purposes if any surplus or income accrues to the trust, that too in attainment of the basic object of general public utility/charitable purposes, such accruals shall be, solely utilised and applied towards the promotion of the aims and objects only as set forth in this trust deed and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profits or in any other manner, whatsoever to the present or past trustees of the trust or to any person or persons claiming through any one or more of the present or the past trustees. No trustee shall have any personal claim on any moveable and/or immovable properties of the trust or make any profit, whatsoever, by virtue of his trusteeship.

Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or employees of the trust or to any other persons in return for any service or services actually rendered to the trust or the payment of interest on money borrowed by the trust from any person whether a trustee or otherwise.

6. NO BENEFIT TO AUTHOR/TRUSTEE OR THEIR FAMILY MEMBERS :-

It is hereby declared that no part of the Trust property and/or income derived from the trust property shall be used directly or indirectly for the benefit to any persons specified in present sec.13(3) of the Income Tax Act, 1961 or as amended from time to time.

7. BOARD OF TRUSTEES :-

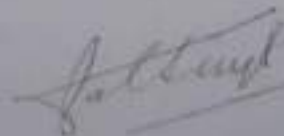
(a) The Board of Trustees shall constitute of not less than 3 and more than 11 trustees at any time. The following shall constitute the first Board of Trustees:-

1. Sh. Sukh Pal Singh
S/o Late Sh. Sarup Singh R/o.1274/2, Naiwala, Karol Bagh, New Delhi-05
2. Sh. Ashok Gupta
S/o Sh. Sukh Pal Singh R/o.1274/2, Naiwala, Karol Bagh, New Delhi-05
3. Sh. Praveen Gupta
S/o Sh. Sukh Pal Singh R/o.6B/4, NEA, Old Rajinder Nagar, New Delhi.

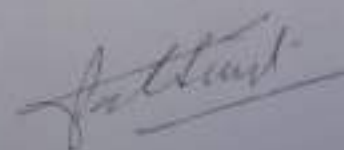


4. Sh. Naveen Gupta
S/o Sh. Sukhpal Singh R/o. 6B/4, NEA, Old Rajinder Nagar, New Delhi.
5. Sh. Vipin Gupta
S/o Sh. Sukh Pal Singh R/o. 6B/4, NEA, Old Rajinder Nagar, New Delhi
6. Sh. Deepak Gupta
S/o Sh. Sukh Pal Singh R/o. 1274/2, Naiwala, Karol Bagh, New Delhi-05

- (b) In every Board there will be at least five descendants of the author, one to be taken from each branch of such descendants of the author (i.e. five sons of the Author) as far as naturally possible i.e. unless & until any branch of descendant extinguishes and /or any of the eligible descendant dissents to act on the Board of Trustees.
- (c) One of the Trustees shall be the Chairman of the Board of Trustees. The author of the Trust namely Sh. Sukh Pal Singh shall be the first Chairman of the Board of Trustees. The Chairman shall preside over all meetings of the board and shall have a casting vote at each meeting in the event of a tie of votes amongst the trustees. The author shall be the Chairman of the Board of Trustees for life, unless & until he himself desires to quite the responsibility of chairmanship of the Board of Trustees.
- (d) A trustee shall cease to hold office and be removed from trusteeship on the happening of any of the following events:
- (i) On submitting resignation
 - (ii) On becoming insolvent
 - (iii) On being found of unsound mind by a court of competent jurisdiction
 - (iv) On being convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months.
 - (v) On failing to attend six consecutive meeting of the trust without taking leave of absence.



- (vi) On being held to be undesirable to continue as trustee by $2/3^{\text{rd}}$ majority of the total number of trustees.
- (e) The Board of Trustees may select, appoint and co-opt one or more trustees provided the number of trustees in the Board at any time shall not exceed eleven.
- (f) The Trustees named in sub-clause (a) hereof shall hold office for life and the other trustees who are selected, appointed or co-opted by the Board of Trustees shall hold office in the first instance only for a period of three years; but they shall be eligible for re-appointment after their retirement on the expiry of the term.
- (g) The Board of Trustees can have SPECIAL INVITEES on the Board of Trustees. The terms of the special invitees shall be one year only and shall be eligible for reappointment as special invite after the expiry of the term. The special invitees shall have all the power, duty & responsibility as that of a trustee. The Board shall be free to have or not to have any special invitee on the 'Board of Trustees'. The total number of special invitees can be five. If the Board of Trustees think appropriate, they may increase / decrease from time to time such number of special invitees with the consent of $3/4^{\text{th}}$ majority of the Board of Trustees. Such total number of special invitee shall not exceed 11 at any point of time.
- (h) The Board of Trustees shall appoint Secretary, Treasurer or any other office bearer with such designation as thought appropriate by the Board of Trustees for such period and with such powers & duties and other terms as may be thought appropriate by the Board of Trustees for smooth functioning of the trust. The Board of Trustees are also empowered to modify, alter, vary, revoke, remove or recast in any manner any of the above appointments and / or any of the terms etc. whatsoever. Sh. Ashok Gupta



shall be the first secretary and Sh. Deepak Gupta the first treasurer of the trust.

8. POWERS OF BOARD OF TRUSTEES :-

The Board of trustees shall have full and unfettered powers to regulate and manage the affairs of the Trust and to do everything in or for furtherance of this trust or which is considered beneficial or conducive thereto, subject to the conditions laid down in this trust deed.

The Board of trustees shall in carrying out the objects of the trust mentioned herein shall meet all the necessary expenses out of the trust property or from income arising to it.

Without prejudice to the generality of the powers vested in the trustees, they shall have in particular the following additional powers:-

- (a) To delegate any of their powers to any other person or persons and to withdraw and revoke such delegation.
- (b) To invest the funds of the Trust in any manner they deem fit and advisable provided that the same are within the rules & regulations and permitted under the provisions of the Income Tax Act 1961 as applicable to the charitable trusts having exemption from tax.
- (c) To remunerate any person or persons engaged by the Trust for the work and management of the Trust properties / affairs.
- (d) To open Banking Accounts on behalf of the Trust and to operate on such accounts and to provide for opening & operation of such account(s) by the trustee(s) or by the agent(s) or by other office bearer(s) appointed by the Board of Trustees.



- (e) To ask demand, sue, recover and receive for the Trust and in its name on its behalf from any person, firm or company any monies, debts, dues goods or any other property whatsoever due owing, payable and belonging to the Trust upon any account or in manner whatsoever.
- (f) To appoint, engage or constitute any agent, or agents lawyer; pleader, barrister or advocate to institute, conduct, defend, compromise, refer to arbitration, or abandon legal and other proceedings, claims and disputes in which the Trust has any interest or concern.
- (g) To appoint or employ, discharge, remove, replace any staff including Managers, Agents, Brokers, Legal Advisers, Attorney, officers and clerks with such designation, powers and duties and upon such terms as to duration of office, remuneration or otherwise as they may think fit and proper.
- (h) To acquire, purchase, sell, lease or otherwise deal in lands or buildings of the Trust.
- (i) To insure the property of any kind of the Trust for such period and to such extent in such manner as the trustees may think fit.
- (j) To sell or otherwise dispose of any property of the Trust either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as the trustees may think fit and to accept payment or satisfaction for the same.
- (k) To make sign, seal and deliver any contract, agreement, transfer, conveyance and other deeds and where necessary to cause to be registered all deeds, agreements, contracts, receipts and other documents.



(l) To raise or borrow money for the use and benefit of the Trust on any terms and on any security or otherwise as the trustees may consider appropriate / necessary / beneficial to the trust from time to time.

(m) To accept donation and contributions as gift or otherwise, from any person, corporation, institution, state or Central Government of any country or from any other Trust. All these may be accepted in any form such as money, bullion, ornaments, or any other assets movable or immovable of any kind or description, tangible or intangible.

PROVIDED, however, that the trustees may decline to accept any such donations, or contributions at their discretion without assigning any reason therefore.

All such contributions or donations including any property either movable or immovable as obtained by the Trustees shall form part of the corpus of the Trust Fund being the subject matter of these presents.

However donation in the form of an asset which does not advance the object of the trust or which is not beneficial to the interest of the trust or which is prohibited by Income Tax Act 1961 for Charitable Trusts claiming exemption from Tax, shall not be accepted by the Board of Trustees.

(n) To take over, acquire manage, control or aid, on such terms & conditions as may be thought expedient, any existing institute or institution in any form whether trust or society or any other form of any kind having all its objects similar to all or any one or more of the objects of this trust .

(o) To do all other acts, deeds and things necessary for efficiently and successfully carrying on the management and working of the Trust.



(p) To appoint or substitute in their places from time to time any attorney or Attorneys and to revoke every or any of such appointment; for the purposes of management & working of the Trust.

(q) To frame, vary, alter or modify rules and regulations for successfully carrying out the objects of the Trust and for management of the affairs thereof in any manner as deemed fit by the Trustees.

9. REMUNERATION TO TRUSTEES AS TRUSTEE :-

The Trustees will not be entitled to receive any remuneration as Trustees but may reimburse themselves of all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

10. ACCOUNTS & AUDIT :-

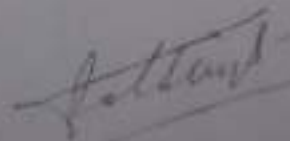
Trustees shall cause to be kept true and correct accounts of all assets and liabilities and money received and expenses incurred by them in respect of the Trust. Once in every year a balance sheet alongwith income & expenditure etc. shall be drawn. The accounts so drawn shall be got audited by such chartered accountant or chartered accountants as may be appointed by the trustees from time to time on such remuneration or otherwise as they may decide.

11. MEETINGS OF TRUSTEES ETC :-

The Trustees may from time to time frame rules for the conduct of the affairs of the Trust and regulating the meeting of the Trustees. In the absence of such regulations the trustees shall observe the following in respect of their meetings:-

(i) The Trustees may for the time being meet at least two times in every calendar year at a time and place to be decided by them for the purposes of transacting the business of the Trust

(ii) All matters in the meetings will be decided by the majority of the Board of Trustees unless and otherwise specifically provided in this Trust Deed.



- (iii) Three trustees shall form quorum for meeting of the Trustees.
- (iv) Resolutions passed by circulation without any meeting of the Trustees and evidenced in writing under the hands of three- fourths of the trustees shall be as valid and effectual as a resolution duly passed at a meeting of the Trustees.
- (v) A notice of three days be given for convening meeting of the Board of Trustees. However notice of a shorter duration can also suffice if the Trustees so decide from time to time.

12. PATRONS / MEMBERS :-

The Board of Trustees may have such persons as Patrons / members etc. as thought appropriate on such terms and / or such criteria as thought appropriate by them from time to time.

13. NO PART OF TRUST PROPERTY / INCOME FOR ANY NON-PUBLIC CHARITABLE PURPOSE :-

It is expressly declared that no part of the Trust Property or its income shall be applied for any purpose which is not a public charitable purpose in law and nothing herein shall be construed to authorise the Trustees to utilise the trust assets or its income for any non-charitable purpose. All the powers and provisions hereof shall be construed as being subject to the restriction and limitation herein contained.

14. ANY PROVISION CONTRARY TO LAW TO BE CANCELLED

The aims, objects, purposes, pursuits and other provisions of this Trust Deed have been framed and laid down in accordance with law so that this Trust shall never fail. But if at any time the trustees find or come to know that any provision herein is invalid or contrary to law, it shall be their duty to cancel such



particular provision so that the other provisions hereof may not be rendered invalid or otherwise affected

15. AMALGAMATION ETC. OF THE TRUST :-

When ever it shall appear to the Board of Trustees of the Trust, that it is advisable to amalgamate the trust either wholly or partially with any other Society/Trust having same or similar object within the meaning of Charitable Acts as defined in the present Section 2(15) and/or 11 of the Income Tax Act, the Board of Trustees may do so for the fulfillment/furtherance of the aims and objects of the trust and within the condition laid down herein in this Trust Deed, if approved by the 3/4th majority of the Board of Trustees.

16. AMENDMENT ETC. OF CLAUSES OF TRUST DEED :-

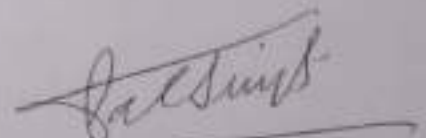
The Trustees may within the basic structure of this Deed amend, alter, add, substitute any clause in the interest of the Trust.

17. TRUST – IRREVOCABLE :-

The Trust hereby created shall be irrevocable.

In the interpretation of this Deed words importing the singular number include, where the context admits or requires the plural number and vice versa.

IN WITNESS WHEREOF the author here to has hereunto set and subscribed his hand on the day and year first above written.


(SUKH PAL SINGH)
AUTHOR

WITNESSES:

- Rishu Gupta*
- Rishu
RISHU GUPTA.
3/6 Laxmi Ashok Kumar Gupta.
Flat No 4/2878 Gokul, Birla Colony
Shahdara, Delhi - 110022
 - Shiv Charan
5-34, 2nd Floor, South Anand,
Kirti Nagar, Delhi - 110015
PIN - E-4836767

Shiv Charan

(SHIV CHARAN)

87082 Thoker Dab
3452/201 Delhi Chambers
Delhi Gate New Delhi - 110002

Reg. No. 817 Reg. Year 2007-2008 Book No. 4



1st Party व्यासकला



2nd Party

Witness गवाह

1st Party

2nd Party

1st Party व्यासकला :- SHI SUKH PAL SINGH

2nd Party व्यास :- NP


Witness गवाह Rishu Gupta, Shiv Charan

Certificate (Section 60)

Registration No. 817 in Book No. 4 Vol No 3, 895

on page 184 to 196 on this date 10/05/2007 day Thursday

and left thumb impressions have/has been taken in my presence.


Sub Registrar

Sub Registrar III

New Delhi/Delhi

at: 10/05/2007

