

105

5-2-2011



हिमाचल प्रदेश HIMACHAL PRADESH

249477

TRUST DEED

R.C.
Sanjiv
5/2/11

This Deed of trust is executed on this 5th day of Feb. 2011 at Hamirpur (HP) by Sanjiv Sharma aged 45 years S/O Sh. Raghu Nath Sharma R/O of Hira Nagar Ward No. 1 Near Circuit House Hamirpur Distt. Hamirpur (HP) here in after referred to as the founder & author on the one part.

AND

- ✓ 1. Smt. Adarsh Bala aged 38 years W/O Sh. Sanjiv Sharma R/O Hira Nagar Ward No.1 Hamirpur (HP).
- ✓ 2. Sh. Rajeev aged 42 years S/O Sh. R.N. Sharma R/O V&PO Mohal Distt. Kullu (HP). Here in after called as "THE TRUSTEE" on the other part

Sanjiv
R.C. Hamirpur

[Signature]

Principal
Cambridge International School
Palampur, Kangra (H.P.)

[Signature]

Chairman
Cambridge International School
Palampur, Kangra (H.P.)

AND

Where as the founder of trust is desirous of creating exclusively and wholly irrevocable a public and charitable trust here in after called "KATIANI EDUCATIONAL TRUST", for the purpose of setting up of an educational institutions, libraries and other projects for the benefits of general public at large section of society of the state of Himachal Pradesh to provide school education, technical and other education, medical facilities and create general awareness in the people of the state, to improve the quality of life and the welfare of the people without distinctions and discrimination of any kind on the ground of religion religious community and creed or blood.

AND

Where as the founder and other Trustee contribute a sum of Rs. 11000/- each for the intents and purposes here in after appearing.

NOW THIS DEED OF DECLARATION WITNESSETH

1) **NAME:- KATIANI EDUCATIONAL TRUST**

2) **REGISTERED OFFICE:-**

The registered office of the trust shall be situated at ANU – HAMIRPUR (H.P) or any other place, which the board of trustees may deem decide from time to time.

3) **ADMINISTRATIVE OFFICE:-**

The ADMINISTRATIVE OFFICE of the trust shall be at Anu Hamirpur, Distt. Hamirpur (HP) or any other place, which the board of trustees may decide from time to time.

4) **Trust Working Area :-** Any where in Himachal Pradesh.

5) **OBJECTS & PURPOSES:-**

It is exclusively and wholly a public charity trust and its objects and purposes are:

2

Princip
Principal
Cambridge International School
Palampur, Kangra (H.P.)

Chairman
Chairman
Cambridge International School
Palampur, Kangra (H.P.)

AIMS AND OBJECTS OF THE TRUST:-

1. To provide education to the general public without distinction and discrimination of any kind on the grounds of religion, religious community, caste and creed or blood.
2. To establish and promote physical, moral, national activities and cultural activities and education, gymnasium, natural cure cum health care centers, and sports clubs, schools and colleges both for boys and girls and other like institutions, for the benefit of general public and charitable purposes.
3. To improve the quality of life of the people by holding talks, seminars, workshops and by imparting academic and spiritual knowledge by setting up of coaching centers, community centers, ashrams and other such institutions at various places in the country.
4. To provide medical aid and relief to the suffering humanity and needful people by aiding, establishing or maintaining charitable hospitals, medical and technical schools, colleges, dispensaries, nursing homes, kiddies homes, clinics, sanitariums and other institutions meant for rendering medical aid. Medical assistance's shall be granted to the poor patients.
5. To take care of environment by establishing Vatikas (gardens) and to provide environment awareness amongst the general public.
6. To acquire, purchase, accept as gift or donation or contribution, sell or dispose of or otherwise transfer temporarily or permanently any property both moveable or immovable to carry out the purposes of trust and for the benefit and best interests of the trust.
7. Provided always and it is here by declared that if any one or more of the objects specified above are held not to be objects of the public charitable trust, the trustees shall not carry out such object or objects, as if the same are not incorporated in these presents as a trust for public and charitable purposes shall not be affected in any manner.

3
3
3

5) BOARD OF TRUSTEES:-

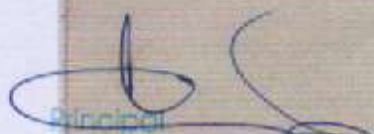
1. The affects of the trust shall wholly and exclusively be governed by a board of trustees, (here in after called the Board) which shall consist of not less than two and not more than twenty members, (here in after called trustees.)
2. The founder and author of the trust is Sh. Sanjiv sharma shall be managing - Trustee, the Board can appoint any other person to be managing - trustee for such term as the trustees may deem fit by majority of votes. The managing Trustee shall act as Chairman of the trust and preside at all meeting of the trust. Sh. Rajeev Sharma as Vice Chairman and Smt. Adarsh Bala as Secretary will act in the trust. All the trustees including the founder and author shall be trustees for life.
3. The Board of trustees may nominate any other person to the Board of trustees, if it deem fit, to make the total number to twenty by a majority of votes.
4. Any trustee may resign at any time and his resignation shall be considered at the next board meeting for acceptance.
5. On account of death of any trustee, his eldest son or daughter or his nominee shall become the trustee in his place. Otherwise his total legal heir or the deceased member shall be eligible to become trustee.


6) POWER AND DUTIES OF BOARD OF TRUSTEES:-

It is here by agreed and declared that the trustees here in appointed in future as here in after provided shall be fully empowered:

1. To carry out the above mentioned objects and purpose of the trust in the union of India and the trust fund or the income there of shall be spent and utilized for the purpose of the Trust and with that and in view to manage, supervise and control all its funds, properties and affairs to the best of its ability pr capacity and shall also be competent to take decisions or chalk out and carry out the place for the same from time to time. The Trustees shall be entitled to make any grant or donations for the furtherance of any of the objects of the Trust.
2. The Board of trustees may acquires, purpose, accept as gift or donation or contributions, sell or dispose of or otherwise transfer, temporarily or permanently, any property moveable or immoveable to carry out the purpose of the trust to the benefit and in the best interest of the trust, its beneficiaries and its assets and liabilities. The donations or contributions in cash or kind or otherwise may be accepted from any other person or persons, firms,

Sanjiv
३३ नवंबर २०१५



Principal
Cambridge International School
Palampur, Kangra (H.P.)


Chairman
Cambridge International School
Palampur, Kangra (H.P.)

companies, societies, bodies corporations, charitable trusts or Institutions or Associations for and on behalf of the trust or by any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The trustees may also take over the management of any charitable or public institution on such term and conditions as they may think fit or may manage the same.

3. The trustees shall also be at liberty to sell, to carry out any charitable purpose as define under section 2 (15) of the income tax act 1961 and not otherwise, such portions of the moveable or immoveable properties forming part of the trust fund either by public auction or private contract at such price or prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to buy in, rescind or vary any contract for the sale there of and to resell the same without being answerable for any loss occasioned there by and for the purpose to execute all necessary conveyances, transfer or other assurances and to pass valid and effectual receipts and discharges for all money received by them and authorize any one or more trustees to sign execute any sale deed or other assurances on behalf of the trust and all the trustees and to get the same registered according to law.
4. The trustees may raise or borrow money from bank or from other resources required to the purpose of the trust on a mortgage, hypothecation, pledge or Paw-n or the trust properties or any part there of with or without any security and at such rate interest and such terms as they may in their absolute discretion think fit.
5. The board of trustees shall be competent to make rules, take decisions and pass resolutions for the regulation and conduct of the business and working of the trust, its administration and all its affairs and concerns and also to vary alter and amend the same from time to time as the trustees may in their absolute discretion deem fit and proper.
6. The board of trustees may appoint, suspend, remove, or dismiss any employee in the interest of efficient working to achieve the aims and objects of the trust and all its concerns.
7. The board of trustees shall be competent to do all acts, deeds, and things necessary to promote the interest of the trust, its aims and objects and its beneficiaries generally which must not be in any way contrary to, in contradiction of the objects and purposes of the trust.
8. The trustees shall cause true and accurate accounts to be kept from year to year according to the financial year of all moneys received and spent and all matters in respect therefore in course of management of trust, properties or in relation to the carrying out the objects and purposes of trust, as well as of all assets, credits and effects of the trust property.

9. They may also appoint some person of integrity or chartered accountant to Act as an auditor from time to time and get the same audited perfectly annually.
10. The trustees may invest the trust funds in such a manner as may think proper from time to time. However, no investment shall be made in such a manner as to defeat the Income Tax Act 1961. Interest will be paid to trustee if invest the fund in the trust. Trustee in the board meeting will decide interest rate.
11. Any conveyance, mortgage, re-conveyance, lease or any other deed, document and assurance, what so ever, may be signed, executed and registered by any one or more the trustees authorized by a resolution of the trustees in that behalf and such conveyance, mortgage, re-conveyance, lease or other deed, documents and assurance so signed by any or more of the trustees shall be deemed to be signed and executed and registered by or on behalf of all the trustees for the time being.
12. The trustees may at any time make such arrangement, draw up such a schemes and make or frame such by-laws and rules as they shall in their uncontrolled discretion think, fit for the administration of the trust hereby constituted and the management of the property hereby conveyed or any part there of or any other property for the time being subject to the trust of this deed or any part there of and may at any time amend, alter or repeal any of the said arrangement, scheme, by laws or rules as they shall think fit.
13. The trustees shall not engage in:-
- a) Tending of the income or property of the trust to any one of the persons specified below without adequate security or adequate interest or both.
 - b) Making available any building or other property of the trust or institution for the use of the said specified person or persons without charging adequate rent or other compensations.
 - c) Payment of excessive remuneration to any of the specified persons for services rendered by him to the trust or institution. However, reasonable remuneration may be paid to any trustee for the services rendered by such persons who shall be commensurate with the services thus rendered.
 - d) Making the services of the trust or institution available to any of the said specified persons without adequate consideration or compensation.
 - e) Purchase of share or securities of other properties for the institution from any of the said specified persons for more than market price.
 - f) Sale of shares, securities or other property of the trust or institution to any of the said specified persons for less than the market price.
 - g) Diversion of substantial proportion of the income or property of the trust or institution in favour of any of the said specified persons.
 - h) Investment of the trust fund in any concern in which any of the said specified persons having the substantial interest.


Principal

The specified persons as aforesaid are the following:

- a) The Settler,
 - b) The Trustees,
 - c) Any other persons who made a substantial Contribution to the trust or Institution.
 - d) Any member or relative or the persons mentioned above.
- Any concern in which the said persons have a substantial interest. The word substantial interest means as defined in the Income Tax Act, 1961.

14. It shall be lawful for the trustees for the time being of these presents to reimburse themselves or himself or herself pay and discharge out of the trust properties of Cost, charges and expenses incurred in carrying out these presents or in or about the trusts or powers of these presents.

7) LIABILITY OF THE TRUSTEES:-

The trustees shall not be liable personally for any goods supplied to the trust or obligations incurred by any officer or employee of the trust on behalf of the trust, but the property of the trust shall be liable to meet such debt or obligation.

8) OPERATION OF BANK ACCOUNT:-

The bank account(s) of the trust shall be opened in name of the trust in any scheduled bank(s) and shall be operated by Chairman or Vice-Chairman jointly by the two i.e. Chairman and Vice-Chairman of the trust.

Or

By Chairman and General Secretary of the Trust.

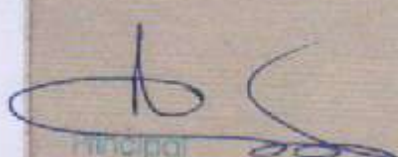
Or


By Vice-Chairman and General Secretary of the Trust.

9) DISSOLUTION:-

In case of dissolution of the trust, the trust property shall be handed over to any other public charitable institution, having similar objectives, which the board of trustees may decide the property of the trust shall not in any case be apportioned amongst the trustees or any other specified person.


Principal


Principal
Cambridge International School
Palampur, Kangra (H.P.)


Chairman
Cambridge International School
Palampur, Kangra (H.P.)

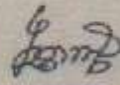
10) ADMENDMENT AND ALTERATION:-

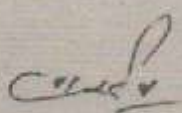
The aforesaid clauses of this deed shall be liable to be amended by majority of three forth (3/4th) of the trustees in the meeting specially convened therefore.

11) APPLICABILITY OF THE INDIAN TRUST ACT:-


In case of any ambiguity regarding any of the foregoing clauses or for, any interpretations, reference shall be had to Indian trust Act or Rules made there under as amended from time to time.

In witness where of the same the parties do here by set their hands on this deed on this day 5th Feb. and year 2011 first above written at Hamirpur in the presence of the under noted witnesses.

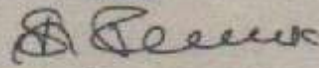
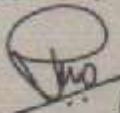
Witness: 
श्री श्री जयदेव
इका गति गोविंद
कला इतिहास (विश्व)

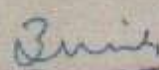


GUR Dhar
Bhambhani
S. P. Mathi Taha

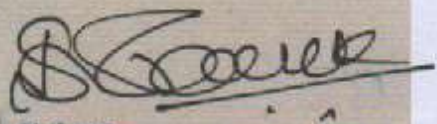
Milap Chandra
Deed Writer
Hamirpur (H.P.)
8/2/2011


Trustee

- ① 
(Sanjiv Sharma)
- ② 
(Rajiv Sharma)
- ③ Adarsh Bels


श्री श्री जयदेव


Principal
Cambridge International School
Palampur, Kangra (H.P.)


Chairman
Cambridge International School
Palampur, Kangra (H.P.)

Party Details

जिला: हमीरपुर

Reference No. 209/2011

सब रजिस्ट्रार : हमीरपुर

PhotoGraphs



Party Name and Address

Finger Prints and Signatures

Author

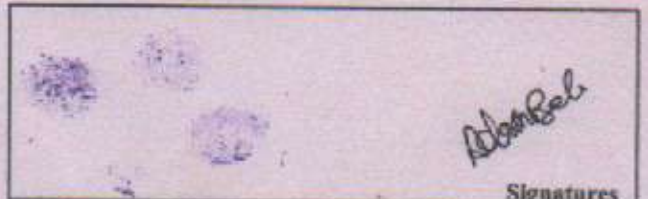
1. Sanjiv Sharma वरुन Raghunath Sharma वरुन Sohan Lal Sharma ,Up Mahal Hira Nagar ward No.1 Tehsil and District HMR



Signatures

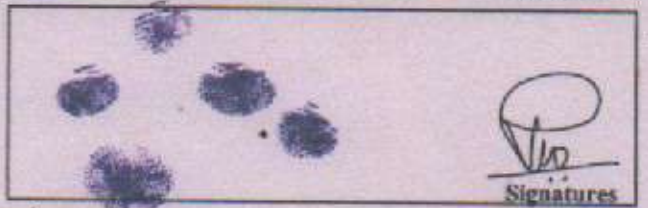
Trustees

1. Adarsh Bala वरुन Sanjiv Sharma वरुन Raghunath Sharma ,Up Mahal Hira Nagar Ward No.1 Tehsil and District HMR



Signatures

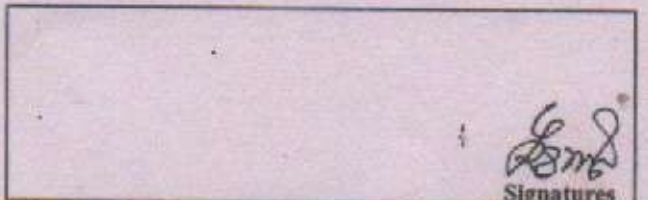
2. Rajiv वरुन R. N. Sharma वरुन Sohan Lal ,Village Mohal District Kullu H.P.



Signatures

Witness

1. Rup Singh वरुन Sahnuram वरुन Ram Kishan ,Numberdar Halka Matti Morian Tehsil and District HMR



Signatures

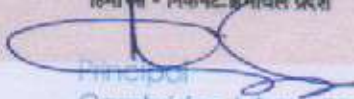
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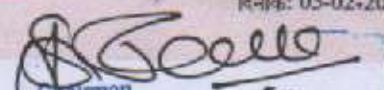
3/2/11

सब रजिस्ट्रार हमीरपुर
दिनांक: 05-02-2011

हिमाचल - निकनेट प्रिमावल प्रदेश

पृष्ठ संख्या : 9


Principal
Cambridge International School
Palampur, Kangra (H.P.)


Chairman
Cambridge International School
Palampur, Kangra (H.P.)

Deed Endorsement Details

जिला: हमीरपुर

सब रजिस्ट्रार : हमीरपुर

Book No.: 1	Registration No: 105/2011	Registration Date : 05/02/2011
Reference No.: 209/2011	Deed Name: TRUST - Now Shifted to Book 4	
Sub Deed Name: TRUST for declaration		
Presentation Date: 05/02/2011	Presenter : Sanjiv Sharma	
No. of Deed Pages 8	No. of Additional Pages: 3	No. of Annex. Pages: 1

Stamp Papers Detail:

[1] No(s) of Stamp Papers, Purchased From Rakesh Rani Verma, Vide No. 2727 Dated 04/02/2011, Amounting to Rs.100/-

Fee Details:

Registration Fee: 40	Pasting Fee: 2	Total Fee: 42
Receipt No.: 208/2011		Receipt Date: 05/02/2011

Additional Book Pasting Details:

Total No of Pages	11
Pasting Date :	05/02/2011
Additional Book No	1
Volume No.:	568
From Page	85
To Page :	95

Supplementary Book Pasting Details:

No of Pages Annexure Pages:	1
Pasting Date :	05/02/2011
Supplementary Book No :	1
Volume No:	192
From Page:	30
To Page:	30

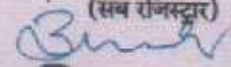

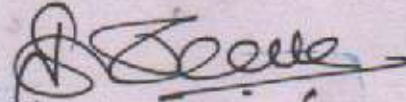
Certificate of Registration

[As per the provisions of Registration Act]

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

हस्ताक्षर

(सब रजिस्ट्रार) :



जिला हमीरपुर
Principal
Cambridge International School
Palampur, Kangra (H.P.)
Chairman
Cambridge International School
Palampur, Kangra (H.P.)

Form No. 8

रसीद नुक्र(अ)

रसीद न.:208/2011

कार्यालय सब-रजिस्ट्रार	: हमीरपुर
ग्राम संख्या	: 105/2011
प्रस्तुतकर्ता	: Sanjiv Sharma
दस्तावेज प्रस्तुत करने की तिथि	: 05/02/2011
दस्तावेज की विषय	: TRUST - Now Shifted to Book 4
कुल रजि	: रु. 100000/-
अस्टाम्य की कोमत	: रु. 100/-
रीमास्ट्री की फीस	: रु. 40/-
पेस्टिंग फीस	: रु. 2/-
सरचार्ज	: -
कुल रजि	: रु. 42/-
कुल रजि (शब्दों में)	: रु. बयालीस केवल ।


हस्ताक्षर अक्सर रजिस्ट्री।
रसीद न. 208/2011 हमीरपुर

Service Charges

Receipt No.:208/2011

Date: 05/02/2011

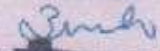
For Registration No.: 105/2011

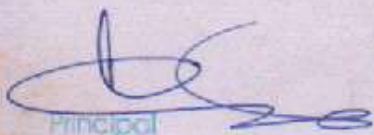
Amount Between	No. of Pages	Amount (Rs.)
0 To 100000	Upto 10	100
Additional Charges @ 5 Per Additional Page	0	0
PhotoGraph Charges		50
Total Service Charges:		150

Received with Thanks Sum.of Rs. One Hundred and Fifty Only, On Account of Service Charges for Computerization of Registration of Documents under HIMRIS

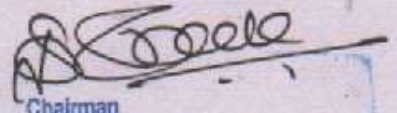
Signature

SRO, HAMIRPUR


रसीद न. 208/2011 हमीरपुर



Principal
Cambridge International School
Palampur, Kangra (H.P.)



Chairman
Cambridge International School
Palampur, Kangra (H.P.)

Party Details

जिला: हमीरपुर

Reference No. 209/2011

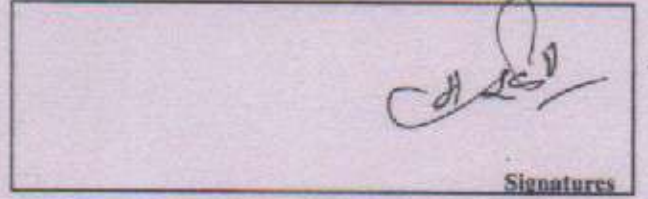
सब रजिस्ट्रार : हमीरपुर

Party Name and Address

Finger Prints and Signatures

Identifier

1. Gurdev पुत्र Jagdish Ram पुत्र Jai Ram ,Ex. Pradhan G.P. Matti
Tihra Tehsil and District HMR



Signatures


Principal
Cambridge International School
Palampur, Kangra (H.P.)

हस्ताक्षर
(सब रजिस्ट्रार)

सब-रजिस्ट्रार हमीरपुर

Chairman
Cambridge International School
Palampur, Kangra (H.P.)