



## TRUST DEED

AB 729879

This Indenture is made at Jammu this 21<sup>st</sup> day of August 2012 at Samba by and between:

**Sh. Bhupinder Singh Charak** S/o Late Sh. Baldev Singh R/o Village Kaluchak Tehsil and District Jammu

**Hereinafter** called the Settlor which expressions means and include the legal heirs, executors, successors, administrators, assignees and representatives of the 1<sup>st</sup> part.

**A N D**

1. **Varinder Singh Charak** S/o Late Sh. Baldev Singh R/o Village Kaluchak Tehsil and District Jammu
2. **Isha Charak** W/o Late Sh. Baldev Singh R/o Village Kaluchak Tehsil and District Jammu
3. **Jyoti Charak** D/o Late Sh. Baldev Singh R/o Village Kaluchak Tehsil and District Jammu

**Hereinafter** jointly called the Trustees which expression shall unless excluded by or repugnant to the subject or context be deemed to include the trustee or trustees for the time being of these presents and/or Survivor or Survivors of any of them and their Successor or Successors in office of the other part.

In the court of 400. (K...)



Archi Charak

1/3/12

Executants 1. In. Suresh Singh Charak of Lalola:  
 Baldev Singh Charak (father) and S. Vamdev  
 Singh Charak of Lalola. 2. Baldev Singh Charak 3. Jyoti Charak  
 of Lalola. Baldev Singh Charak 3. Jyoti Charak  
 of Lalola. Baldev Singh Charak all of Lalochak have  
 presented this document to me in my office  
 on 21.8.12 at 11 and for registration. The  
 contents of the document has been read over  
 explained by the executants who admitted it to  
 be correct true. Parties are identified by  
 Kapil Sharma (Adv). Document admitted for registration  
 Reg. No. of 4955366. In 21.8.12 + Name be permitted  
 in the hearing of 4 0030. Inw.

21.8.12

- Executants
1. Suresh Singh
  2. Baldev
  3. Jyoti
  4. Vamdev

Adv. Kapil Sharma (Adv)

Registered as per the Book No. 120  
 Page No. 120  
 4955366  
 21/8/12

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**WHEREAS**, the Settlor are desirous of creating a trust by ~~Act No. 1000~~ and establishing a fund for charitable, social, cultural, educational, and environmental objects and purposes hereinafter expressed.

**WHEREAS** the Trustees have at the request of Settlor agreed to act as Trustees of these presence upon the terms and provisions hereinafter contained.

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-**

**1. TRUST FUND:-**

In order to create and establish a public charitable trust, the Settlor have delivered to and made over to the Trustees a sum of Rs.1,00,000/- (Rupees one Lac only) hereinafter referred To as "TRUST FUND" for charitable objects and purposes and uses hereinafter expressed with the powers and terms and conditions herein contained.

**2. NAME OF THE TRUST:-**

The name of the Trust shall be "FORTUNE ERA EDUCATIONAL, ENVIRONMENTAL & CULTURAL CHARITABLE TRUST".

**3. REGISTERED OFFICE:-**

The Registered office of the Trust shall be situated at Birpur Tehsil and District Samba in the State of Jammu and Kashmir or at such places as the Settlor & Trustees may from time to time determine.

**4. AREA OF OPERATION:-**

The area of operation for the Trust shall be India in general and Jammu & Kashmir State in particular.

**5. AIMS AND OBJECTS:-**

The broad aims and objects of the Trust shall include the following:

SD  
Gurdeep Singh  
Jyoti  
Kavindra





**6. NON PROFIT ENTITY:-**

**AB 729882**

The trust shall be non-profit making in character. All income(s) and property(ies) of the trust shall be applied solely towards the promotion of its aims and objects only set forth above and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to trustees or any person claiming through any one, or more of such persons. No person shall have any personal claim on any movable or immovable properties of the trust or make any profit whatsoever by virtue of his connection with the trust/trustees. Provided that nothing herein shall prevent the payment of salary to full time or part time employees under any programs of the trust or reimbursement of travelling and other out of pocket expenses and interest on loans raised and rent for premises demised to the trust.

**7. BOARD OF TRUSTEES:-**

The Board of Trustees of "FORTUNE ERA EDUCATIONAL , ENVIRONMENTAL & CULTURAL CHARITABLE TRUST".

Trust shall consist of not less than three and not more than seven member.

The following shall be the first Board of Trustees of the trust:

Sh. Bhupinder Singh Charak	Chairman
Varinder Singh Charak	Member Trustee
Isha Charak	Member Trustee
Jyoti Charak	Member Trustee.

- The Trustees unless they voluntarily resign or otherwise decide shall continue to be the trustees during the term of their lives.
- Any trustee may retire at any time without assigning any reasons.
- The surviving or continuing trustees may notwithstanding any vacancy in the Board of Trustees act as trustees, provided however that

*AB*  
*Opinder Singh*  
*Jyoti*  
*Varinder*



- if the number of trustees shall fall below three, the minimum number of trustees these presents, the trustees shall not, except for the purposes of filling the vacancy, act so long as the number is below the said minimum.
- iv. The member of the Board of Trustees shall be individuals who do not engage in power politics. No political person shall be a member of the Board of Trustees.
- v. The power to appoint new or additional trustees, but so as not to exceed the maximum number and to fill vacancies in the office of the trustees, shall vest in the continuing trustees with the consent of the Chairman.
- vi. On a new or additional trustee being appointed and on his signifying his acceptance in writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him along with other trustees for the time being and he shall have all duties and functions of a trustee.
- vii. As long as Chairman is alive and sane, he shall continue to be the Chairman of the Board of Trustees. After him, Settlor's successors will succeed to the chair of chairman. [if/they the new elected chairman does not want to take over the charge as chairman and if he desires for election for the benefit of trust then they (successors) will announce election for chairman in writing along with the reason for not holding the chair of chairman].
- 8. MEETINGS OF BOARD OF TRUSTEES:-**
- i. The Chairman whenever need may call a meeting of the Board by giving a minimum notice of seven days to the trustees or such shorter notice as is agreed upon by the trustees.
- ii. Quorum for the meeting of Board of Trustees shall be two. Presence of Chairman shall be obligatory to form the quorum.
- iii. No business shall be transacted at any meeting unless the quorum specified above is present at the time when the meeting proceeds to business.
- iv. The Chairman shall preside over all the meetings of the Board and shall have powers to regulate the functioning of the meeting as also to adjourn the meeting from time to time.

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Vasinder





institutions or trusts including the settlors or the trustees or any one of them and for that propose to enter into requisite agreements.

- iv) To have the institutions/centres/departments/ wings of the trust affiliated with any Bodies, Institutes or Establishments, Boards, Universities, Governments as also to offer affiliation to different bodies, Institutes and Establishment as may be considered admissible in the interest of the trust.
- v) To invest money of the trust not immediately required in such manner as may from time to time, be determined by the trustees.
- vi) To borrow money for carrying on the objects of the trust from banks and other sources with or without security.
- vii) To open accounts in the name of the trust both current and saving and deposit funds in the form of fixed deposits and other forms with scheduled banks and post offices.
- viii) To establish branches with in or outside the State of Jammu and Kashmir.
- ix) To adopt such means of making known the Trust as may seem expedient and in particular by advertisement in press, circulars and bills and by granting prizes, holding seminars and other functions.
- x) To defray all expenses of and incidental to the formation and management of affairs of the trust out of funds of the trust.
- xi) To frame rules and regulations and schemes to carry out the objects of the trust and to vary the same from time to time as they may deem fit and proper.
- xii) To appoint such number of persons and to fix their remuneration as are deemed necessary and expedient for carrying out the objects of the trust. The Trustees shall have full power to enter into contracts for carrying on the objects of the Trust and to employ professional persons, experts, officials, clerks, other servants and agents on such salary and on such terms as they think proper and at any time to suspend or dismiss such persons and to do all other acts and things

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Below it, the word "Seyali" is written.  
At the bottom, the word "Vasinder" is written.







- d) The Trustees may set apart any portion of the annual income of the Trust to one or more reserve funds, to be used later for any of the objects of the Trust.
- e) Without prejudice to any other power of the Trustees set out in this Deed, the Trustees shall have power at any time, and from time to time, to expend any part of the corpus of the Trust property for any one or more of the objects of the Trust.
- f) The Trustees are empowered to add to the objects of the Trust from time to time any other object for the relief of human suffering and distress and such object or objects, when added, shall be deemed to have been included in the original objects of the Trust.
- g) The Trustees shall be at liberty to make contributions, both in the form of movable as well as immovable properties whatsoever and to receive contributions in any form and any person or persons, Govt. authority or institutions or Corporations whomsoever. Such contributions may be accepted either by way of addition to the corpus of the Trust or otherwise. The Trustees shall also be at liberty to accept such contributions specifically marked for one or more of the objects of the Trust.
- h) All Acts bonafide done by any person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Trustee/s or person acting as aforesaid or that he is disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

**10. FINANCE:-**

- i) The funds of the trust shall be kept deposited in schedule banks and post offices. The account shall be operated upon by the Chairman singly or jointly with other trustees or by such other trustee



empowered by the Board or as per arrangement agreed to by the trustees.

- ii) The trustees shall be competent to invest its funds and to receive money on behalf of the trust, to sell, lease, mortgage or otherwise dispose off properties and assets of the trust, to borrow on hypothecation or in such other manner as may be necessary and to deal with funds of the trust generally, but always for the purpose of the trust and as decided upon by the Board of Trustees prior to such action.

**11. ACCOUNTS AND AUDIT:-**

- i) The accounting year of the trust shall be from 1<sup>st</sup> April to 31st March of each financial year. On the close of the accounting year income and expenditure account as also statement of Affairs of the trust shall be prepared.
- ii) An auditor who is qualified to act as such shall audit the accounts of the trust and the Board of Trustees shall make the appointment of the auditor.

**12. ARBITRATION:-**

The trustees shall have the power to settle, compromise or compound out of Court all suits, disputes and other proceedings either by themselves or through reference to arbitration and to adjust and settle all accounts relating to funds and property of the trust as if they were absolutely entitled to the same.

**13. LEGAL PROCEEDINGS**

- i) The Board of Trustees shall be entitled to sue in the name of the trust and may similarly be sued in the name of the trust.
- ii) Written contracts to be entered into on behalf of the trust shall be executed by them singly or jointly as may be decided by the Board of Trustees.

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Jyoti  
Vasinder





of meetings, proceedings and functioning of the ~~TABT 7208 800~~ Institutions run by it and from time to time alter, vary, modify or repeal such rules and regulations and to substitute other rules and regulations in lieu thereof, provided that the power under this clause shall be exercised only with concurrence of 2/3rd of the total number of Trustees.

- ii) The rules shall interalia provide for the age limits and other conditions for admission of the inmates/ students in the Homes set up by the Trust and for terms and conditions for grant of financial assistance etc.

**17. REMOVAL/ RESIGNATION/ DEATH OF TRUSTEE:-**

- i) The Board of Trustees may by unanimous vote of all the trustees for the time being except the trustee proposed to be removed, remove any trustee, permanent or otherwise, from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust property or trust affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the trustee proposed to be removed as trustee was not desirable keeping in view the aims and objects of the trust. The decision of the Board of Trustees in this behalf shall be final and binding and shall not be called in question anywhere.
- ii) In case a Trustee dies or resigns or be desirous of being discharged from his office or becomes bankrupt or insolvent or compounds with his creditors or be removed from his office by a competent Court, he shall there upon cease to be a Trustee and continuing Trustees shall be competent to act as if they were the Trustees of the Trust and also the surviving/continuing Trustees shall have the right to appoint a Trustee in place of the deceased/retiring/removed Trustee.

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At the bottom, the name "Kavindra" is written.



18. COLLABORATION:-

AB 729891

The Trust may carry on its work in association or under other suitable arrangements with any other Trust, Society, Foundation or Institution having any object in common with this Trust. The Trustees, may amalgamate the Trust with any other Trust or Society on such terms as the Trustees may consider proper.

19. DISSOLUTION AND TRANSFER OF ASSETS:-

- i. If the Trust needs to be dissolved it shall be dissolved. If upon the winding up or dissolution of the trust there remains after satisfaction of all debts and liabilities any property, whatsoever, the same shall not be paid to or distributed among any person/s but shall be given or transferred to some other charitable trust or trusts having objects similar to those of this trust to be determined by the trustees in the meeting.
- ii. The Setlor, by mutual consent, may decide to transfer the entire corpus of the Trust to some other Trust/Institution in case they feel that the purposes would be better served by such action.

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2. A signature, possibly "Syed".  
3. A signature, possibly "Vasinda".

IN WITNESS WHEREOF contents of this trust have been read over and explained to Settlers and the Trustees who admits the same to be correct and have executed the same. The parties have set their



hand/signature to this Deed today the \_\_\_ day of ~~Aug 2012~~ 2012 at

Samba in the presence of the following witnesses:

<u>WITNESSES: -</u>	<u>EXECUTANTS</u>
1. <sup>Ram Paul</sup> Ram Paul S/o Sh Badri Parsad R/o Birpur Teh. & Dist. Samba.	(Settlor- <u>[Signature]</u> ) (Trustee- <u>[Signature]</u> ) (Trustee- <u>[Signature]</u> )
2. <sup>Mangal Ram</sup> Mangal Ram S/o Sh Girdhari LAI R/o Ismallpur Teh. & Dist. Samba.	(Trustee- <u>[Signature]</u> ) (Trustee- <u>[Signature]</u> )

Drawn & Drafted by:  
[Signature]  
Kapil Sharma (Adv)