

# उपनिबंधक कार्यालय प्रथम/द्वितीय सदर बदायूं

28

टोकन नम्बर :-

विलेख संख्या :-

पृष्ठ सं० :-

प्रतिफल.....

मालिकता 11.05.07/.....

स्टाम्प 10.00.07/.....

1. विलेख का नाम.....
2. सम्पत्ति का प्रकार.....
3. वार्ड नं०/परगना..... मुहल्ला/ग्राम.....
4. सम्पत्ति का क्षेत्रफल (मापन इकाई सहित).....
5. सड़क की स्थिति मूल्यांकन सूची के अनुसार.....
6. कुल क्षेत्रफल..... आच्छादित क्षेत्रफल..... अनिर्मित क्षेत्रफल.....
7. स्थिति- फिनिशड/सेमी फिनिशड/अन्य.....
8. पेड़/बोरिंग/कुआ/अन्य.....
9. दस्तावेज लेखक का नाम.....
10. सीमाएं -

पूरव :-

पश्चिम :-

उत्तर :-

दक्षिण :-

विक्रेता :- 2

क्रेता :-

नाम :- अमित गुप्ता

नाम :-

पिता/पति :- श्री जे. द. प्रकाश

पिता/पति :-

पता :- 46 मोस्जिद के सामने चाहरबजूर

पता :-

मो० नं० 98370 29452

मो० नं०

आई० डी०/पेन नं० 785322115158

आई० डी०/पेन नं०

व्यवसाय (छाया)

व्यवसाय

नाम :- श्री जे. द. प्रकाश

नाम :-

पिता/पति :- श्री जे. द. प्रकाश

पिता/पति :-

पता :- 46 मोस्जिद के सामने चाहरबजूर

पता :-

मो० नं० 9761980445

मो० नं०

आई० डी०/पेन नं० 601005285082

आई० डी०/पेन नं०

व्यवसाय (छाया)

व्यवसाय

E Amin Gupta

E Neta Gupta

Amin Gupta  
MANAGER  
R.S. MILLENNIUM SCHOOL  
(BUDAUN)

न्यास पत्र

प्रतिफल- 11000 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 220 प्रतिलिपिकरण शुल्क - 80 योग : 300

श्री अमित गुप्ता, *Amit Gupta*  
 पुत्र श्री वैद प्रकाश  
 व्यवसाय : व्यापार  
 निवासी : 46 मस्जिद के सामने चाहलपुर बदायूँ



ने यह लेखपत्र इस कार्यालय में दिनांक 04/05/2018 एवं 04:35:45 PM बजे  
 निबन्धन हेतु पेश किया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

*(Signature)*  
 सुनील कुमार,  
 उप निबंधक (सदर प्रथम)  
 बदायूँ







उत्तर प्रदेश UTTAR PRADESH

DEED OF TRUST

BE 697714

This **DEED OF DECLARATION OF TRUST** is made on this the day of 24th May 2018 by Mr. Amit Gupta (aged about 42 years) S/o Sri Ved Prakash R/o 46, Opposite Masjid, Chahkhajur, Budaun (U.P.) hereinafter called as the Settler of the trust, (which expression unless repugnant to the context or meaning thereof includes their heirs, executors, and administrators, etc.)

WHEREAS the Executant Mr. Amit Gupta is desirous of creating a TRUST of the property mentioned in this deed for charitable purposes and which have been acquired by his personal Labour and which belongs to him entirely and absolutely.

AND WHEREAS the Executant has appointed himself and:-

- (1) Neha Gupta (aged about 34 years) D/o Kamal Rastogi R/o 46, Opposite Masjid, Chahkhajur, Budaun (U.P.)

hereinafter referred to as "The First Trustees /Trustees" (which expression shall be deemed to mean and include the Trustee/s of the Trust hereby created, the survivors/s of them and the heir/s, executor/s, nominee/s and administrator/s of the last surviving Trustee/s).

हस्ताक्षरित

Amit Gupta



Neha Gupta



Amit Gupta

**MANAGER**

**R.S. MILLENNIUM SCHOOL  
(BUDAUN)**

इतिहास अतिरिक्त अतिरिक्त डा. वेद प्रकाश प. 6 भाग अतिरिक्त अतिरिक्त के पीछे बदायूं

निष्पादन लेखपत्र वाद सुझाव व समझने मजबूत व प्राप्त धनराशि रु प्रलेखानुसार उक्त

न्यासी: 162 92-4-2018

E.S. 6.34

श्री अमित गुप्ता, पुत्र श्री वेद प्रकाश

निवासी: 46 मस्जिद के सामने बाहसखूर बदायूं

व्यवसाय: व्यापार

न्यासी 2: 1



श्रीमती नेहा गुप्ता, पुत्री श्री कमल रस्तोगी

निवासी: 46 मस्जिद के सामने बाहसखूर बदायूं

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री मानिक गुप्ता, पुत्र श्री कौशल किशोर गुप्ता

निवासी: 46 बाहसखूर (भीजी टोला) बदायूं

व्यवसाय: अन्य

पहचानकर्ता: 1



श्री रविन पाण्डेय, पुत्र श्री कौशला नन्द पाण्डेय

निवासी: 5 मिर्धा टोला बाहर बदायूं

व्यवसाय: दस्तावेज लेखक



रजिस्ट्रार अधिकारी के हस्ताक्षर

ने की। प्रत्यक्ष भद्र साक्ष्यों के निशान अंगुठे  
नियमानुसार लिए गए हैं।  
दिवाणी

सुनील कुमार,  
उप निबंधक : रादर प्रथम  
बदायूं







3

Whereas the settler of the Trust is absolute owner and possess of sum of Rs.11000/- (Rupees Eleven Thousand Only) in cash, which have been acquired by his personal labour and which belongs to him entirely and absolutely, which he is desirous to settle in the aforesaid trust.

**NOW THIS DEED WITNESSES AS UNDER:-**

1. That the trust hereby created shall be called and known as "R.S. EDUCATIONAL TRUST"(herein after referred to as "TRUST").
2. Office: The registered office of the Trust will be at "46, OPPOSITE MASZID CHAJKHAJUR, BUDAUN (U.P.)" The Trustees may open branches or local offices at different places within the area of operation.

\_\_\_\_\_  
Amit Gupta

\_\_\_\_\_  
Neena Gupta



Amit Gupta  
**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**

3. For effectuating the said desire and in consideration of the premises the Founder hereby pay, transfer and handover unto the trustees the said amount of Rs.11000/- (Rs. Eleven Thousand only) and all the estate, right, interest, claim and demand whatsoever at law and equity of the Settler of in and to the said amount of Rs. 11000/- (Rs. Eleven Thousand only) hereby paid, transferred and handed over unto the Trustees for ever upon the Trust and with the subject to the powers, provision agreements and declarations hereinafter appearing and contained of and concerning the same.
4. The trustees shall hold and stand possessed of the said amount of Rs.11000/- (Rs. Eleven Thousand only) hereinafter for the brevity's sake referred to as "TRUST FUND" which expression shall also include cash and all the other amount and other property, whether movable or immovable (self acquired/purchased/donated), and investments by way share, fixed deposits, Government securities, bonds debentures, all voluntary grants and contributions, or in any other form that the Trustees may receive and hold by way of acquisition, donations, gifts or otherwise howsoever upon the Trust into which the same or any other part thereof might be converted, invested or varied form time to time or come to their

Amir Gaur

Hema Gupta

Amir Gaur  
**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**



hands by virtue of these presents by operation of law or otherwise howsoever in relation to these presents, upon the trusts and with the subject to the powers, provisions agreements and declarations hereinafter declared and contains of and concerning the same.

5. That the trustees have to perform the obligations entrusted to them and will be entrusted to them in future under this deed.

6. **Area of Operation:** The area of operation of this Trust will be whole of India but preferably in the state of Uttar Pradesh. The area of operation may be enlarged or amended by the Trustees as per the requirements of the future.

7. **Nature of Trust:** Trust shall be public charitable Trust in nature and no part of the corpus fund, under any circumstances, whatsoever, be paid, or lent, or reverted to the Settler or Trustee/s, their heir/s, nominee/s, descendant/s, legal representative/s, assignee/s, save for furtherance of the objectives of the Trust.

8. **Objectives:** Among other, the objectives of the Trust shall be:

(a) To work for the betterment and upliftment of society without any discrimination or distinction on the basis of caste, creed religion language, colour, sex, nationality, etc.; and

(b) To open educational institutions dedicated for academic education, carrier oriented education/ vocational education/ health education/health awareness/health program for future of young Indians, by opening colleges/Institutes to promote education in society.

(c) To serve the society by giving the financial aid to the needy & destitute people, orphans, widows & aged persons; and

(d) To establish, run & maintain, Old Men Home, Jalshalas, Temples, Orphanage, Charitable Dispensaries, Libraries & Public Halls, etc.; and

E Amit Gupta



E Nisha Gupta



Amit Gupta  
**MANAGER**  
R.S. MILLENNIUM SCHOOL  
(BUDAUN)

(e) To work for the cause of environment, pollution control & better living; and

(f) To grant relief & assistance to the needy victims during natural calamities such as famine, earthquake, flood, fire, pestilence, etc. and give donation and other assistance to institutions, establishments or persons engaged in such relief work; and

(g) To carry out employment oriented programmes in rural as well as urban area of the India; and

(h) To promote Indian Religion, Culture & social civilization by performing and promoting various activities; and

(i) To do all and such other acts and things as are consequential, incidental and/or conducive for the attainment of the aforesaid or any other objective/s and/or required to be performed for adherence to the provisions of applicable laws and statutes.

**9.Trustees:** Mean and include the First Trustees who shall be life members of the Trust and other such Trustees, as appointed, nominated or selected.

- Each First Trustee shall be entitled and empowered to nominate one person among his heirs during his/her life time, who will take over as a lifelong trustees, after the former expires or resigns for any reason whatsoever. In the event of death of First Trustees without nominating the another, one of the legal heirs of that Trustee, who may preferably elder male heir, must be selected as Trustee by the Board of Trustees with the consent of all other Trustees.

- **Termination of Office of the Trustees:** The Trustee/s hereby appointed or any of them or any future Trustee/s shall cease to hold office:

E. Arun Kumar



E. Arun Kumar



Arjun Kumar

**MANAGER**

**R.S. MILLENNIUM SCHOOL  
(BUDAUN)**



- a. If he dies.
- b. If he resigns
- c. If he is adjudged insolvent or found guilty of an offence involving moral turpitude.
- d. If he is found to have acted against the interest of the Trust.
- e. If it is unanimously decided by the Trustees specified in para (d) above that his continuation in the office is against the interest of the Trust.
- f. Upon expiry of the period, if any, up to which the Board of Trustees have nominated the Trustee.

- **Number of Trustee:** The number of the Trustees shall not be less than two and more than eleven. If the number of the Trustees shall below two, the Trustees shall not, Except for the purposes of filling any vacancy, act so long as number is below the said minimum.

**10. Office Bearers:** The Trust shall be managed by the Managing Board and its constitution will be decided by the Trustees time to time for ensuring a smooth running of the affairs of the Trust.

**The powers and duties of Trustees are as under**

- **The President**
  - ❖ The day-to-day administration of the Trust shall be looked after by the President under the guidance, control and supervision of the Board of Trustees.
  - ❖ The President shall be empowered to operate accounts, in the name of the Trust, with bank/s, post office/s and other financial institution/s, besides exercising any other powers, functions or duties as specifically entrusted to him in writing by the Board of Trustees for achieving the objects of the Trust.
- **Secretary** shall cause a Minute Book of the proceedings of the meetings of the Board of Trustees to be maintained.
- All the decisions vis-à-vis the affairs of the Trust will be taken unanimously by the consent of all the board of Trustees

Amir Gupta



Manu Gupta



Amir Gupta  
**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**

- In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have a discretionary power the votes of the majority of the Trustees of the time being voting in the matters shall prevail and be binding the minority as well as on those Trustees who may not have voted, and if the Trustees shall be equally divided in opinion in the matter shall be decided according to the casting vote of the President.

**11.Meeting of Board of Trustees:** The Trustees shall hold, and the President may convene as many meetings for transacting business, as may be necessary, but at least two meetings in a financial year shall always be held. One of which shall be annual meeting wherein budget of that year and accounts of previous year shall be submitted. The Annual meeting shall be held within six months of close of the accounting year.

- **Notice:** Three days Notice shall be ordinarily be given in writing for a meeting of Board of Trustees.
- **Quorum:** The quorum for the Meeting of the Board of Trustees shall be Two members or 1/3 of total trustees whichever is higher. Quorum shall not be required for a meeting adjourned for want of quorum.

## **12. Power & Duties of Board of Trustees:**

- (a) To improve and add to the Corpus of the Trust by accepting donations, contribution by way of cash or in kind in the shape of any movable or immovable assets for and on the behalf of the Trust and hold the same for the Trust; and
- (b) To Acquire or Purchase or Lease or Rent any Land or Building & to construct building for the fulfillment of the objects of Trust for and on the behalf of the Trust; and

E *Amit Chaudhary*



E *Neena Gupta*



*Amit Chaudhary*  
**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**



- (c) To acquire on lease, rent hire purchase, outright purchase any property or assets, movable or immovable for the benefit of the Trust or for Trust activities and to authorize any Trustees to formalize the deal including documentation in this regards, as also taking delivery or possession for and on the behalf of the Trust; and
- (d) To borrow money and raise funds from bank, financial institutions and other bodies and to mortgage immovable and movable assets of the Trust to carry out objectives of the Trust; and
- (e) To sell, dispose off, replace, renovate, write-off any property or asset, movable or immovable, which is considered expedient in the overall interests of the Trust and to authorize President and Secretary of the Trust, jointly, to do needful, subject to direction of the Board of Trustees; and
- (f) To open and authorize operation of account(s) in the name of the Trust with such Bank/s and Post Office/s and at such places, as may be considered expedient; and
- (g) To ensure that trust Funds are duly invested, safely and soundly; and
- (h) To appoint, nominate or select other such Trustees with consent of all other Trustees whenever any vacancy arises; and
- (i) To invite any expert(s) or have his/her views, oral or in writing, on any matter pertaining to the affairs or object of the trust but such an invitee shall have no right to vote; and
- (j) To adjust, settle, compromise, compound, refer to arbitration, all, actions, suits, claim, demands and proceedings as and when expedient in the interest of the Trust Fund; and

*Amit Chandra*



*Naveen Gupta*



**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**

- (k) To settle all accounts and to compromise, compound, abandon, or refer to arbitration an action or proceedings or disputes, claim, demand or things as deemed proper for such purpose without being responsible for any loss occasioned hereby; and
- (l) To institute, contest or defend legal proceedings before any Authority vis-à-vis the interest of the Trust; and
- (m) To appoint, employ, retain the services of any technical or specialized individual or labourer in furtherance of the objectives of the Trust on such salaries as deemed fit; and
- (n) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations or Trust in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organization or Trustees to start maintain or carry out such charitable objects; and
- (o) To constitute and frame a separate Board of Management for effective and smooth implementation of each project launched/funded/sponsored by the Trust if so felt necessary; and
- (p) To execute a General or Specific power of Attorney in favour of any person for the sake of smooth conduct and operation of the activities of the Trust; and
- (q) To frame rules, regulations, guidelines, procedural formalities for regulating the proceedings of Board and records, accounts, conduct of audit or on any matters not specifically provided for herein and likewise to repeal, amend, add or alter any such rules and regulations; and

E

Amit Gupta



E

Neeraj Gupta



MANAGER  
R.S. MILLENNIUM SCHOOL  
(BUDAUN)



- (r) To get help and assistance, whether financial or otherwise, from any Government, State, Local Bodies, Organisations, Foundations or Institutes for furthering trust's objectives; and
- (s) To collaborate and coordinate Trust's activities with other Trusts, Institutions, Organisations, bodies, etc. which are in consonance with Trust's objectives; and
- (t) To defray the expenses incurred in connection with the administration and activities of the Trust from the income generated from the Trust Fund and Trust Properties and in case the same are insufficient, from the Corpus of Trust Fund, to the necessary extent; and
- (u) To pull down, renovate, rebuilt alter, adapt improve and to develop or repair any immovable properties comprised in trust Fund or the income thereof as they may think fit; and
- (v) To take over the management of any trust or institution as carrying out the Trust under any deed or Trust or Charitable bequests or legacies under any will or testamentary writings. On such terms and conditions, if any, as may be thought fit by them in carrying out public charitable purpose the benefit whereof is not restricted to any class or community; and
- (w) To do all other such act/s and things as are consequential, incidental and/or conducive for the smooth administration and management of the affairs of the Trust.

13. The Board of Trustees shall be supreme and no person or body shall have power to alter this supremacy.

E \_\_\_\_\_

Amit Gaur



E \_\_\_\_\_  
Naveen Gupta



**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**

**14. Accounts & Audits:**

- (a) The Board of Trustees shall maintain true and correct accounts of all Trust monies and of all the income and investments and all the outgoing expenses; and
- (b) The year of account shall be the financial year commencing from 1<sup>st</sup> April and ending 31<sup>st</sup> March. However, the account for first year will close on 31<sup>st</sup> March 2019 irrespective of the date of commencement; and
- (c) The Board of Trustees shall each year issue a report setting out the accounts showing the income and expenditure of the Trust for the preceding year not later than six months from the end of the preceding year of accounts; and
- (d) The accounts of the Trust shall be audited every year by a Chartered Accountant who may be appointed for the purpose by the Board of Trustees and the audited statement of accounts together with Auditor's report shall be laid before the Board of trustees for approval.

15. No part of the Trust Fund, corpus or any other income there from or assets shall be utilized for any other purpose other than the object of the Trust.

16. **Liabilities of Trustees:** No Trustee shall be held liable for any act of omission or commission made in good faith, except when guilty of fraud, cheating, and breach of Trust or willful wrong doing.

17. The Trustees shall be liable and responsible for their own individual willful acts and defaults not for the acts and defaults of another of them nor for the acts defaults of any other person in whom Trust property is vested or who is looking after the affairs or management of the Trust.

E Amir Gupta



E Manu Gupta



**MANAGER**  
**R.S. MILLENNIUM SCHOOL**  
**(BUDAUN)**



18. **Amendment:** The Deed of Trust or any part thereof shall not be amended unless unanimously agreed upon by all the Trustees if number of trustees is upto 3 and in case the number is more than three by 75% of total number of trustees.
19. **Dissolution:** In case of failure of the Trust for want of object or other technicalities, or the functioning of Trust becomes impossible, then the Trustees unanimously may dissolve the trust and after meeting all liabilities, donate the remaining Trust & Corpus Fund to various organizations as near and as close to the objectives of the Trust. In any case, in case of dissolution no part of Trust fund shall be distributed to trustees.
20. **Proceeding of the Trust:** Any defect in the constitution of the Trust shall not invalidate its proceedings.
21. **Residuary:** For matters not provided for in these presents, the provisions of the Indian Trust Act, 1882, Charitable and Religious Trusts Act, 1920 and Income Tax Act, 1961 and rules made there under will apply accordingly.
22. The Trustees shall take steps immediately after the execution of these presents to register this trust with the Authority appointed by the Act, governing public charities.
23. Words importing in this Deed of Trust as masculine gender shall includes the feminine and vice-versa.
24. As on the date the Trust is having no other movable or immovable assets except the cash mention above.

E Anil Gupta

E Neta Gupta



MANAGER  
R.S. MILLENNIUM SCHOOL  
(BUDAUN)

25. AND IT IS HEREBY AGREED AND DECLARED that the Trust hereby created shall be irrevocable.

IN WITNESS WHEREOF THE FOUNDER HAS EXECUTED THIS DEED OF TRUST AT BUDAUN U.P. ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

AUTHORS:

E. Anand Kumar

E. Nanda Kumar

WITNESSES:

मा. 01/05/2018  
S/O. अमर लाल बिशोयकर  
श्री. अमर लाल बिशोयकर  
वदार्थ



DRAFTED BY:

मा. 01/05/2018

श्री. अमर लाल बिशोयकर  
पुलक  
रजि. कार्यालय

TYPED BY:

श्री. अमर लाल बिशोयकर

09/05/2018