



छत्तीसगढ़ CHHATTISGARH

E 717628

TRUST DEED

of

KESARI NANDAN CHARITABLE TRUST

A charitable and philanthropic Trust is hereby declared to have been erected and established on 13th October 2021 by and between-

Shri Mahendra Kumar Verma s/o Shri Shyam Lal Verma, aged 55 years resident at 4074, Type 4, IIT Kanpur, Kanpur Nagar, Uttar Pradesh 208 016 herein after called the SETTLER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his and each of their successors in an interest and/or assigns) of the **ONE PART** &

1. Smt. Hemant Barchhiha w/o Shri Arun Barchhiha, aged 63 years resident at 145, 146, R.D.A. Colony, Tikarapara, Raipur, Chhattisgarh 492 001
2. Smt. Chitra Banchhor, w/o Shri T. R. Banchhor, aged 59 years resident at 54/1202, Danganiya, Sundar Nagar, Raipur Chhattisgarh 492 013
3. Shri Vinod Kumar Verma s/o Shri Chhannu Lal Verma aged 63 years resident of 826, Ganesh Nagar, Mahadev Ghat Road, Sundar Nagar, Raipura, Chhattisgarh 492 013 &
4. Smt. Vaishali Chourey w/o Shri Ashish Chourey, aged 42 years resident of M-34, Near Pink Flower School, Stadium Ground, Nanda Nagar, Indore Madhya Pradesh 452 011

hereinafter called "THE TRUSTEE" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heir and each of their successors in an interest and/or assigns) of the **OTHER PART**.



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WHEREAS the persons named herein have signed their assent for acting as trustee by accepting the amount settled being the subject matter of this trust; and

WHEREAS the settler do hereby vest a sum of ₹ 11,000 (Rupees Eleven One Thousand only) and such further sum or sums of money as the Settlers or his heirs or relations and friends may from time to time set apart make over and pay to them in furtherance of the objects of the Trust herein contained (herein after called the corpus of the Trust) and utilize and invest the said sum and such sum further sum or sums of money for the objects of the Trust set forth here-in-after and hold the income, profits and other benefits arises there from upon the Trust and under conditions, provisions and declarations concerning the same and here-in-after contained.

WHEREAS the declaration and the terms and conditions subject to which the trust shall functionaries reduced in writing, it is now formally declared as under:

NOW THIS DEED WITNESSETH

1. DELCARATION

That the undersigned Settler do hereby declare that he have irrevocably settled an amount of ₹ 11,000 (Rupees Eleven One Thousand only) for the sole purpose that it should form the nucleus and corpus fund of trust and that it has been accepted by the Trustee who have consented to act as Trustee subject to conditions hereinafter stated.

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अनुविभागीय अधिकारी (रा.)
दुर्ग, जिला दुर्ग (छ.ग.)

2. NAME

Name of the Trust shall be KESARI NANDAN CHARITABLE TRUST herein after referred to as "the Trust"

3. ADDRESS

Administrative office of the Trust will be at Qr. No. 201/A, Behind St. Thomas College, Ruabandha Sector, Bhilai and Adm. office shall be at 826, Ganesh Nagar, Mahadev Ghat Road, Sundar Nagar, Raipura, Chhattisgarh 492 013 or such other place as may be found suitable from time to time.

4. AREA OF OPERATION OF THE TRUST

The area of operation of the Trust shall be whole India.

5. OBJECTS OF THE TRUST

The trust shall be a voluntary, non-commercial, non-profitable Charitable Trust is to establish a support system in the areas of education, skill development, technological development, promotion of literary work, social, cultural, economical and medical relief to the person/s in need and advancement through charitable and developmental objects of community welfare. That the Trustee shall apply the trust fund for all or any one or more of the under mentioned charitable object beneficial to the general public without any distinction community of sex, caste, creed, language or religion which are as follows-

- i. To provide education to the needy and under privileged children of India through literacy programmes, skill based trainings, etc.
- ii. To identify and provide support to deserving individual and families
- iii. To take effective steps for the solution of social problems through various kinds of training, education and also providing them required facilities to make their life a bit easier & comfortable.
- iv. To facilitate and implement the Development Projects and Innovative schemes for Advancement of society
- v. To support, cooperate and coordinate with persons and groups already engaged in similar activities
- vi. To raise required human and other resources, necessary to achieve the group objectives
- vii. To promote, educate, create awareness regarding environment, social, cultural and economic issues.

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- viii. To receive &/or accept financial assistance in the form of donations, grants, etc. and non-financial assistance such as movable/immovable properties etc. from Government organisations whether Central or State Government, Non-Government organisations, Banks, NBFC, Trust, Individual etc. for the attainment of the objects of the Trust.
- ix. To help, support, adopt, apply for, promote, implement & cooperate in the different schemes supported/sponsored by the Government organisations whether Central or State Government, Non-Government organisations, Banks, NBFC, Trust, Individual etc. To assist, help and support other trust having similar objects as mentioned above.
- x. The activities of the Trust would be non-political.

6. MEMBERSHIP OF THE TRUST

i. PATRON MEMBERS: The board of Trustee can invite any person to be the Patron of the Trust. Such Patron can attend the meetings and discuss any matter but shall have no voting right. No subscription shall be payable by such Patrons.

ii. LIFE MEMBERS: Trustee can invite suitable individuals as Life Member of Trust. Such individuals should promote the cause of the Trust. Trustee should be a life member. The life membership is via invitation only. Life members need to pay Rs. 11,000/- as a one-time membership fee.

iii. ORDINARY/ANNUAL MEMBERS: Any person can apply in writing for Ordinary/Annual Membership of this trust by paying ₹ 5,000/- (Rupees Five Thousand Only) as an ordinary/Annual Membership fees, & on approval of the board of Trustee he/she can be taken as Ordinary member. Annual Membership subscription should be paid within six months of the start of the year. Ordinary/Annual member need not be a trustee.

7. QUALIFICATION FOR MEMBERSHIP OF THE TRUST

Eligibility criteria for a member and Trustee are-

- i. is above age of 18 years.
- ii. is of good sound mind (not insane) & is not found guilty of any criminal offence.
- iii. should have taken oath to abide by rules of the trust and is not involved in the activities deemed against the Interest of the trust.
- iv. Should not have any criminal records.

8. REMOVAL OF MEMBERS FROM THE TRUST

- i. On death of trustee.
- ii. On being terminated from membership due to default in payment of annual subscription.
- iii. On member becoming insane.

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अनुविभागीय अधिकारी (स.)
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- iv. On tendering resignation by the trustee in writing & after its acceptance by the board.
- v. On membership of any category of trustee being terminated by the board of trustee after passing resolution.
- vi. Any involvement in criminal or immoral activities.
- vii. Board of Trustee reserve the right to cancel membership of any member.

9. BOARD OF TRUSTEE

i. Board of Trustee - The trust is constituted with the following Board of Trustee:

| Sl.No. | Name | Address | Signature |
|--------|---------------------------|---|-----------------|
| 01 | Shri Mahendra Kumar Verma | 4074, Type 4, IIT Kanpur, Kanpur Nagar, Uttar Pradesh 208 016 | <i>Mellke</i> |
| 02 | Smt. Hemant Barchhiha | 145, 146, R.D.A. Colony, Tikarapara, Raipur, Chhattisgarh 492 001 | <i>Hunt</i> |
| 03 | Smt. Chitra Banchhor | 54/1202, Danganiya, Sundar Nagar, Raipur Chhattisgarh 492 013 | <i>Banreddy</i> |
| 04 | Shri Vinod Kumar Verma | 826, Ganesh Nagar, Mahadev Ghat Road, Sundar Nagar, Raipura, Chhattisgarh 492 013 | <i>Chveona</i> |
| 05 | Smt. Vaishali Chourey | M-34, Near Pink Flower School, Stadium Ground, Nanda Nagar, Indore Madhya Pradesh 452 011 | <i>Vaishali</i> |

ii. Board of Trustee—

That Shri Mahendra Kumar Verma will be Settlor & Chairman of the trust. For rest of the members of the Trust Board, Chairman shall be authorized to nominate and declare any trustee to hold any post like Secretary, Treasurer, Chief Executive Officer (CEO) etc. to form Board of Trustee of 5 (five) members and such board member shall hold the positions as per the direction of the Chairman.

10. FUNCTIONS OF TRUSTEE

- i) The Executive/Administrative work of the trust shall be performed by the Secretary of the trust. The Secretaryship shall be a matter of cooption and nomination from amongst the board of trustees on the basis of the devotion to work and experience and knowledge. The Secretary shall execute supervise and coordinate the working of the trust.
- ii) The Trustee shall be at liberty, at their absolute discretion, to accept any property, contributions, collection or donations from any person, persons, firm or company or government or other institutions for the advancement of the objects of the Trust.
- iii) The Trustee may appoint regular, permanent, part-time or honorary staff, if necessary, according to the requirement for the managing or working of the Trust

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and use the Trust-Funds for payment of their salaries, compensation or expenses etc.

- iv) The Trustee shall be at liberty to sell and/or realize the trust property or fund and invest the sale proceeds thereof or any other moneys following part of the trust fund in any manner considered expedient for the time being and to vary or transpose any such investments for or into other or others as the Trustee may from time to time think fit, within the scope of this Trust.
- v) The Trustee may set apart any part of the income of Trust for spending in future for any of the objects of the Trust in accordance with the provisions of law including the income tax law applicable for the time being in force.
- vi) The Trustee may out of the corpus of the Trust, spend such money or out of the sale proceeds of any part thereof, appropriate such money or part thereof for all or any of the charitable objects and purposes of the Trust.
- vii) It shall be lawful for the Trustee to file, withdraw, compromise, compound or to settle out of court all suits, actions, proceedings, difference or demand relating to the trust upon such terms & conditions as they shall think proper and/or to refer any such difference or demand to arbitration and/or to execute instruments and to do all things necessary or expedient in the interest of the Trust without being answerable for the loss occasioned thereby.
- viii) To borrow or raise money free of interest or at such rate of interest or as may be agreed to by the Board of Trust for the purpose of objects of the Trust or any of them.
- ix) All securities and other funds of the Trust may be kept in any bank, on the said bank agreeing to hold the same for and on behalf of the trust, or deposited for safe custody with a bank with authority to collect interest, dividends, warrants, coupon, script and receipts shall be credited in a current account maintained with the said banks and the said current account shall be operated by the Trustee who may from time to time be authorized in this behalf.

11. OTHER INCIDENTAL POWERS

The Chairman shall have power to frame rules and regulations to carry out and to give effect to the objects and the purposes of the Trust and/or managing the affairs of the Trust, and to rescind, alter, add or amend the same from time to time.

It will be lawful for the Chairman to delegate any of their powers for limited purposes of management to any one or more of the Trustee jointly and/or severally, and if necessary to cancel or modify the same.

The Chairman shall be entitled to authorize by a resolution any one or more of the Trustee or any other person or persons jointly or severally to receive money payable to the Trust and to pass receipts for the same, and such receipts shall discharge the person or persons making the payments without they being bound to see to the application thereof and without they being liable or answerable for loss or misapplication thereof.

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12. DUTIES & OBLIGATIONS OF THE TRUSTEE:

- i. The Trustee will manage the subject-matter of the Trust and take decision regarding the matter of policies concerning the fulfillment of its objects as the majority of Trustee may decide.
- ii. Any Trust property held in the name of outgoing or dead Trustee shall automatically stand transferred with all convenient dispatch from his name to the surviving Trustee. Upon every appointment of new Trustee or Trustee as described above the trust property and funds shall if and so far as the nature of the property and other circumstances shall require or admit of, shall stand transferred and shall be vested in the Trustee or Trustee for the time being, and every Trustee so appointed as aforesaid may, before as well as after, such transfer of the property, act and assist in the execution of the Trust and exercise of power under these presents as fully and effectually as if he had been appointed under these presents.
- iii. The Trustee shall be respectively answerable only for such money or securities or other property as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity or advance receipt and shall respectively be so answerable and accountable only for their own respective acts, receipts, omissions, neglects and defaults and not for those of each other or for any banker, broker, auctioneer or other persons with whom or into whose hand any Trust moneys, funds or securities may be deposited or have some or for/any insufficiency in title or deficiency in value of any investments, nor for any other loss unless the same shall happen through their own respective willful default or dishonesty.
- iv. The Trustee shall maintain a regular account of all monetary transaction, receipts & payments of the trust and shall draw a Balance Sheet and annual income & expenditure account on such day as may be mutually agreed by the Trustee.

13. ADVISORY COMMITTEE:

The Chairman may constitute a committee consisting of not less than TWO members for the purposes of advising the Trustee in regard to carrying out the objects of the Trust or the administration and management of the affairs of the Trust from time to time.

14. DURATION OF THE TRUST

The trust is irrevocable and will continue in perpetuity.

15. MEETING, QUORUM, RESOLUTIONS

The meeting of the Trustee shall be convened at such place and at such hour and on such date as may be fixed by the Chairman.

- i) The Board of Trustee shall meet as often as necessary for which notice shall be given at-least 15 days in advance.

पंजीयक, जिल्हा कार्यालय
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- ii) Annual General Meeting to be held within 9 months after end of the year to consider audited statements, appointment of auditor, presentation of budget etc. and it shall be held at least once in a year.
- iii) Extra Ordinary General Meeting shall be held on the written requisition of not less than one third members of the trust board stating the specific purpose for which meeting is required, the board shall convene a special General Meeting which shall be called Extra Ordinary General Meeting.
- iv) The Chairman of the trust shall head all the meeting & his/her decision shall be final and binding on all.
- v) At least ½ Trustee present within half an hour of the time fixed for the all the meeting shall form quorum. If no quorum is present after expiry of half an hour of the notified time, the meeting shall stand adjourned for another half an hour and thereafter the meeting may be conveyed with the Trustee present and the same shall be a valid meeting.
- vi) In case of difference of opinion arising among the Trustee and in all matters wherein the Trustee have discretionary power, the matter shall be decided according to the order of the Chairman.
- vii) The Trustee shall keep or cause to be kept a minute book of the proceedings of their meetings as also proper books of accounts.
- viii) Resolution by circulation shall be permissible issued by the board on any subject deemed urgent and signed by the 2/3 of the board members shall in all respect be as valid and binding as a resolution passed at a meeting duly conveyed and constituted and such resolution shall not be deemed invalid by reason of want of notice or any other cause what so ever.

16. BANK ACCOUNTS

Accounts in bank/banks in the name of the Trust shall be operated by the signature of the Chairman of the Trust.

17. MODE OF SUCCESSION

That if, the Trustee hereby constituted or any of them or any trustee appointed as provided in these presents shall die or leave India for more than three consecutive years or desire to discharge or refuse or become unfit or incapable to act; or to take the benefit of insolvency law for the time being in force, then in every such case it shall be lawful for the surviving or continuing trustee/Trustee then or the acting executors or administrator or the administrators of the last surviving or continuing trustee to appoint new trustee or Trustee in place of such trustee or Trustee for which legal heir, whether male or female, of the outgoing trustee shall be given first preference and upon every such appointment increased or decreased so, the number of Trustee of these present shall not be less than five.

However, upon such appointment the newly appointed trustee shall have all the power and authorities of the trustee or Trustee in these present.

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18. AMENDMENT TO THE TRUST

If any amendment is necessary for more effective implementation of the objects of the trust, it will be open to the Trustee to amend the objects or the terms stipulated in this indenture from time to time.

19. INDEMNITY FOR THE TRUSTEE

Trustee will not be personally liable for any act *bona fide* done on behalf of the Trust in the course of duties as a trustee.

20. SUITS & PROCESSES

The Trustee may sue and be sued in the name of the Trust.

21. ACCOUNTS

Accounts will be kept for the Trust and closed on every 31st March and such accounts shall also be audited by a qualified Chartered Accountant every year.

22. RECORDS

Board will cause a record to be kept of investments and disbursements besides a Minute Book recording all resolution and proceedings for every meeting duly confirmed at next meeting and attested by the Chairman.

23. SAVING CLAUSE

If the object or any of the powers or any provision in the Trust Deed is inconsistent with requirement of law relating to Public Trust or Trusts eligible for exemption under the Income-tax Act, or any other direct tax law, such object, power or provisions will stand modified to the extent that they should accord with such law so as to continue to be eligible to be treated as a Public Charitable Trust.

24. RESOLVING DISPUTES

If thereby any doubt about interpretation of this Deed or about duties, the matter shall be referred to an arbitrator chosen by a consensus among the Trustee and his decision shall be accepted.

25. DISSOLUTION

In case it becomes necessary to wind up or otherwise determine this Trust whatever reason, neither the Settler nor his heirs nor the Trustee for the time being nor any other person shall have any manner of right over such funds of the Trust or any other property.

The net fund and other assets, if any, after meeting all liabilities will be handed over to any other similar Trust or Institution similarly satisfying requirements of the Income-tax Act, 1961

पंजीयक, न्यास एवं
अनुविभागीय अधिकारी (स.)
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as may be decided by the last Trustee subject further to the condition that it shall be so given to trust having similar objects.

THE DECLARANT IN AFFIRMATION OF HIS DECLARATION OF THE TRUST AND TRUSTEE IN ACCEPTANCE OF THEIR DUTIES AS TRUSTEE SUBJECT TO ABOVE CONDITIONS AFFIX THEIR/HIS RESEPTIVE SIGNATURE BEFORE WITNESSES HEREINUNDER ON THE DATE, MONTH AND YEAR FIRST WRITTEN HEREIN ABOVE-

Witnesses:

1. Mrs. Shalini Tiwari

90. 201/A Behind St. Thomas College
Rwabandha Bhalai

2.

Arun

MR ARUN TIWARI
BK NO 201/A Behind St. Thomas
College, Rwabandha Bhalai.

Trustee's Signature:

1. Mall K

2. [Signature]

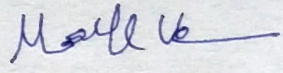

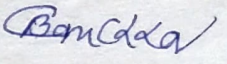
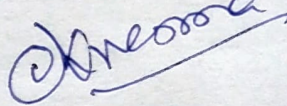
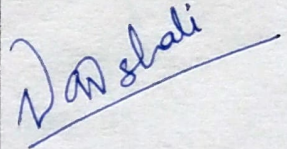
3. Banckor

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5. Nawshali

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पंजीयक, सहायक एवं
अनुविभागीय अधिकारी (रा.)
दुर्ग, जिला दुर्ग (छ.प्र.)

KESARI NANDAN CHARITABLE TRUST
List of Trustee

| Sl.No. | Name | Address | Signature |
|--------|---------------------------|--|--|
| 01 | Shri Mahendra Kumar Verma | 4074, Type 4, IIT Kanpur, Kanpur Nagar, Uttar Pradesh 208 016 |  |
| 02 | Smt. Hemant Barchhiha | 145, 146, R.D.A. Colony, Tikarapara, Raipur, Chhattisgarh 492 001 |  |
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