



DEED OF TRUST

This deed of Trust is declared by 23rd August, 2013 by

MR. GULCHAIN SINGH CHARAK S/O MR. MALIK SINGH CHARAK, R/O
LANE NO 20, GRAETER KAILASH, JAMMU

(Hereinafter called the Settler of the party of first part, the expression shall mean and bind his legal heirs, administrators, successor etc.)

Whereas the Settler is desirous of creating a public charitable trust and hereby nominates the undernoted as trustees to carry on the objects set hereinafter:

1. MR. GULCHAIN SINGH CHARAK S/O MR. MALIK SINGH CHARAK, R/O LANE NO 20, GRAETER KAILASH, JAMMU.
2. MRS. SUREKHA CHARAK W/O MR. GULCHAIN SINGH CHARAK, R/O LANE NO 20, GRAETER KAILASH, JAMMU.
3. MRS. UMA KATAL W/O MR. RANBIR SINGH KATAL, R/O LANE NO 20, GRAETER KAILASH, JAMMU. *At present Lane no. 29, Tansi Vihar, Sillan, Jammu.*
4. MR. SAMARDEV SINGH CHARAK, S/O MR. GULCHAIN SINGH CHARAK, R/O LANE NO 20, GRAETER KAILASH, JAMMU.
5. MR. GAMBHIR DEV SINGH CHARAK, S/O MR. GULCHAIN SINGH CHARAK R/O LANE NO 20, GRAETER KAILASH, JAMMU.

Issued
4/8/13

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Suresh Charak

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Whereas the Settler to set up this Trust for charitable purposes as hereinafter expressed or contained in these presents, and have in pursuance of such desire delivered an amount of Rs. 50,000/- to the Trustees as above mentioned to found this Trust; and

Now therefore the Settler has created this Trust on terms and conditions detailed hereinafter and settled irrevocably a sum of Rs 50,000/- (Rupees fifty thousand only) on Trust and for the consideration aforesaid, being the Trustees hereby covenant with the Settler, his heirs, successors, and administrators etc., that they the Trustees, shall stand possessed of the said sum of Rs 50,000/- and all the funds and other properties movable and immovable and cash and donations which may under the Trust and provisions of these presents upon Trust for the use and subject to the powers, provisions, directions declared and contained concerning the same.

Now this deed witnesses as follows:

1. In pursuance of the desire of the settler, the settler do hereby grant transfer and assign into the Trustees a sum of Rs 50,000/- to have and to hold the said amount up to and to the use Trustees but upon and subject to the objects, powers and provisions hereinafter contained.
2. The name of the Trust shall be "SG DOGRA FOUNDATION". The Head Office of the Trust shall be at Jammu with offices or branches at such places that the Trustees may so determine. The Trustees shall have power to shift the head office to any other place/places.
3. The Trustees shall hold and stand possessed of the Trust funds upon Trust and to receive the interest, dividend and other incomes therefrom and from the Trust fund and income thereof, meet and discharge all the costs, charges and expenses incidental to the administration and execution of the Trust and to apply the residue of the said income and Trust funds for public charitable purposes including (a) Relief of the poor (b) Education (c) Medical Relief and (d) Advancement of any other object of general public utility as the Trustees may think fit, provided that income as well as capital shall be applied only towards public charitable purposes and any accumulation of income shall also be made for public charitable purposes as aforesaid.
4. Without prejudice to the generality of the foregoing objects or purposes it is declared that the Trustees shall apply the capital and income of the Trust in or towards any one or more of the following objects as the Trustees may deem fit.
 1. To establish, run and manage educational institutes, school, colleges, and vocational schools/institutes in healthy and salubrious surroundings.
 2. To promote art, music and culture of all types and to hold events for promotion of the said purpose.

3. To set up and establish programmes and centers for the welfare of women and children.
4. To set up and assist schools, colleges, training centers, institutions and youth hostels and to provide for training of boys and girls as well as adults in educational and vocational pursuits, with special emphasis on the development of character so as to produce law-abiding, fearless, healthy and patriotic citizens specially for the girl child.
5. To create space and place for creative ideas and to set up centers for artists in different mediums.
6. To organize camps, workshops, talks, discussions and exhibitions on varied subjects pertaining to fine art, environment, theatre, drama, weaving, pottery, sculptor, scholars, writers etc.
7. To set up place for holistic healing.
8. To subscribe, cooperate, affiliate and/or seek affiliation with any other such organization in the state or country whose objects are similar to this Trust.
9. To establish, maintain and run boarding houses and residential institutions for students.
10. To develop a healthy as well as a multi-faceted growth in the development of mental, physical and moral uplift of the citizens.
11. To donate and contribute to other charitable organizations having similar objects.
12. To spread the message of peace through lectures, conferences, conventions, literature, study circles, on print and audio video mode for hope of life, joy and happiness in mind, body and soul and establish place for the said purpose.
13. To undertake and do all such acts and things which are required and are incidental and necessary to attain the objects of the Trust.
14. The benefits of the trust shall be open to all irrespective of caste, creed or religion.

The management and control of the Trust shall vest in the Board of Trustees. The original Trustees shall be Trustees for life, unless they resign or otherwise are incapable to act as such. Any question arising in the administration of the Trust

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② Sandhya Banki

③ Kaili

④ Shilpa

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shall be decided by a vote of the majority of the trustees as are present at a duly convened meeting at the and the chairman of the meeting shall have casting vote in case of a tie.

The Board shall have powers to nominate additional Trustees as also any vacancy caused by any reason, but the total number of Trustees shall not exceed eleven. The Trustee may appoint a President from amongst the Trustees and also one of the Trustees as Secretary. They shall hold office as per the will of the Trustees. The President and the Secretary Trustee shall have the powers as vested in them by the Board of Trustees from time to time.

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- i) The Board of Trustees shall form different committees for the smooth working of the Trust. The members of such committees may or may not be the Trustees.
- ii) The quorum at the meeting of Trustees shall be 50% of the total number of Trustees or 2 whichever is more.
- iii) The Trustees may nominate patrons.
- iv) It shall be lawful for the Trustees to frame Rules and Regulations for the administration of the Trust funds and from time to time alter, vary, modify or repeal any such Rules and Regulations.

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6. The Trustees may accept donations of money and/or property movable or immovable on such terms and conditions as the Trustees may think fit not being inconsistent with these presents of the Trust hereby established, and the Trustees may in their discretion, accept a donation on conditions that such donations or any part thereof may be expended and applied in the name of donor or any other name which the donor may indicate. No donation however will be accepted with conditions requiring change in the name of Trust.

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7. Trustees shall at their discretion invest the funds and all moneys in their hands which may require investment in or upon any one or more of the securities or deposits in terms of the any prevailing law and the provisions of Income Tax Act as modified or re-enacted from time to time with a power from time to time at their discretion to convert or vary any investment and securities held by the Trustees.

8. A person authorised by the Board of Trustees shall execute all contracts and assurance of property made for and on behalf of Trust for purposes of and in furtherance of the objects of the Trust.

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9. The Trustees may sell, exchange, surrender, give up, mortgage, charge, pledge, demise or dispose of any property movable or immovable for the time being

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subject to any of the trusts of these presents and upon any such exchange to give or receive any money for equality or exchange.

10. The Trustees may grant lease for such period and on such rent and on such terms and conditions (including an option to the lessee in purchase) as they may think fit and to accept surrender of any lease. And it is hereby declared that any premia or fine on such grant or surrender of lease shall be treated as income or as the Trustees may think fit.

11. The Trustees may hire or purchase or take on lease any immovable or movable property for all or any of the purposes of the Trust at such rents and on such terms and conditions and for such period and with and without option for renewal as the Trustees may think fit.

12. The Trustees shall have power and their uncontrolled discretion, instead of acting personally, to employ and pay an agent (including any bank) to transact any business or to do any act whatsoever in relation to the Trusts of these presents, including the receipt and payment of moneys without being liable for loss, and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

13. The Trustees shall have the powers to initiate and defend all legal proceedings as may be reasonable and proper for safe guarding the name, goodwill, assets and properties of the Trust as also Trust funds and in this regard appoint pleaders, attorneys, advocates etc and pay all fees, costs and expenses thereof and authorize signing of all applications, petitions, memorandum of appeals vakaltams, affidavits etc that may be required.

14. It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceeding or disputes, claims, demands for any loss occasioned thereby.

15. The Trustees shall be kept indemnified out of the assets of the Trust against all legal or other actions, cost of litigation, claims and liabilities arising out of the need to defend the Trust and its properties and assets or out of any deed done by the Trustees in due discharge of their duties as Trustees.

16. It shall be lawful for the Trustees to borrow money either on the security of any property comprised in the Trust fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the trustees to make such borrowings on payments of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.

17. It shall be lawful for the Trustees:

- (a) To take over or amalgamate with any other charitable Trust, Society, Association, or Institution with similar objects.

- (b) To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other institution or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- (c) To take over, acquire, manage, control or aid any existing institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.
- (d) To purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagement of any or more of the Trust, Societies, Institutions or Associations with which this Trust is authorized to amalgamate.
- (e) To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the Trust, Societies, Institutions or Associations with which this Trust is authorized to amalgamate.
- (f) To open and operate bank accounts in one or more banks and to give instructions to the bank for its operation.

18. The Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto including for travelling and conveyance.

19. The trustees shall maintain proper and regular accounts. The annual accounts shall be audited by a chartered accountant.

20. It shall be lawful for the Trustees 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 Trusts in India which may have been established or which may hereafter be established for like charitable purposes mentioned in these presents or any of them to enable such institutions, societies, organizations or trusts to start, maintain, or carry out such charitable objects as are mentioned in these presents or any of them.

21. Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so. The Board of Trustees may remove any trustee, which in the opinion of the Trustees is doing act and things against the interest of the Trust. 2/3rd majority, in a meeting convened for this purpose, shall exercise this power of removal. On the death of any trustee, the remaining Trustees in terms of powers vested in clause 5 hereof, shall appoint a person as a Trustee in place of the deceased including, but not restricted to, from amongst the legal heirs of the deceased.

22. This Trust shall be and remain irrevocable for all times.

23. In case the Trust is to be dissolved it shall be done by the majority of the Trustees present in the meeting called for the purpose and the assets, after meeting all liabilities, shall be given to any other charitable organization having similar objects but in no case any of the assets of the Trust shall be given to the settler or trustees or their legal heirs.

In witness whereof the settler has subscribed his hand on the date above written.

Signed and delivered by

[Handwritten signature]

(Settler)

In the presence of

WITNESSES:

1. *Puneet Kohli*
Adv.
Puneet Kohli
(Adv.)

Wider

Gurmat Srd

S/o. Mohinder She

F-444 Sant market

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DRAWN AND DRAFTED BY:

Puneet Kohli
Puneet Kohli
(Adv.)

2. Sushma Chavak

Kala

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