

Nirmaljit Singh S/o S Ranjit Singh R/o



E 675218

DEED OF RECONSTITUTION OF TRUST

THIS DEED OF RECONSTITUTION OF TRUST made this 21st day of February 2017 by S Nirmaljit Singh S/o S Ranjit Singh R/o Digiana Camp Gangyal Jammu A/p Barnoti Tehsil & District Kathua, Chairman/President of KARTAR EDUCATIONAL TRUST KATHUA, hereinafter called as **SETTLER**.

> PREFACE:

WHEREAS in the consideration of the backwardness and illiteracy in the field of education amongst the substantial portion of the inhabitants of the District Kathua in particular and other desiring and deserving students, the *settler* has already created a Trust under the name and style of Kartar Educational Trust Kathua vide Deed of Trust dated 15-12-2006 registered with Sub-Registrar Kathua on the same day and as many as only one Trustee was nominated by the Settler and constituted for dedicating his administrative skills etc as contribution for the objectives and purposes hereinafter mentioned with the property in the shape of donation in cash to the tune of Rs50,000/-, a nucleus thereof contributed by the Trustee, AND WHEREAS as per the norms and rules laid down by the Government for running the private Colleges under a Trust at least five permanent state subjects are required to be the Trustees and as such the five Trustees had joined the Trust with effect from 21-04-2010 by virtue of Instrument of Reconstitution of Trust dated 21-04-2010 registered with Sub-Registrar Kathua on the same day. However now the Trustee Sh Charanjit Singh S/o Sh Mohan Singh R/o Ward No.16 Shiva Nagar Kathua has furnished his resignation, which was accepted by the Board of Trustees unanimously vide Resolution dated 19-02-2017.

AND WHEREAS a new member namely Sh Gurdeep Singh S/o Sh Manjit Singh R/o Aman Vihar, Phase-II, Talab Tillo, Jammu has offered the President/President to join the Trust after understanding all the objectives and regulations of the Trust and after making the donation of Rs10,000/- each. The Trust has also accepted the proposal so made by the said members, who is now nominated, appointed and constituted as Trustee and the same fact has necessitated the reconstitution of the Trust on the following amended terms:

> NAMES OF THE TRUSTEES:

WHEREAS the *settler* mentioned above has constituted the following Board of Trustees, who would also enjoy the following status:

My Sh Gurdeep Singh Ranjit Kumar Deet

Ashtwan Sharma
Stamp Vendor
Licence No. 55
Distt. Court, Kathua (J&K)



Sub-Registrar, Kathua

Present: Preet Simran
K. Grouver

This Deed of Reconstitution of Trust has been presented before me by settlor in favour and presence of Trustees, mentioned in the said deed, today the 22nd day of February 2017 at 11:30 AM in my office for registration.

Parties admit the content, correctness and execution thereof. Parties have been identified by Mr. Kirty Bhushan, Advocate Kathua Court.

As such, document is admitted to registration. Registration fee of ₹ 5/- is received vide G.R. No. 8763339 dated 22-2-2017. Stamp duty of worth ₹ 500/- is annexed herewith. Nazim to take charge of the amount of ₹. The document be returned to party after its due completion of ₹.

P. Simran
Sub Registrar
Kathua 22/2/2017

Myr
Settlor

Myr
Trustee 1

Myr
Trustee 2



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The Head Office of the Trust shall remain to be situated at Barnoti Tehsil Kathua (J&K).

4. THE OBJECTS OF THE TRUST:

- a. Without considering caste, creed or religion to enlighten the people about spiritual knowledge, free human life from commotions, to impart true knowledge, to educate and enlighten the people to achieve physical, mental and spiritual developments, as per knowledge provided in our Culture and Heritage etc;
- b. To inspire the people spiritually, to impart and spread education;
- c. Mental development by educating the people about the need of elementary and technical education, culture, heritage etc;
- d. Create a progressive society by eradicating social evils existing in society;
- e. To create friendly atmosphere, co-operations between different sects of the society;
- f. To inspire the people for protection of environment and natural resources;
- g. To awaken the people about the ancient cultural heritage of India, its epics, traditions etc;
- h. To inspire the people for the cause of the nation;
- i. To undertake relief work during the times of natural calamities like drought, flood, earthquake, fire, epidemics, etc. and make arrangements/extend help to the affected human beings as well as animals;
- j. To extend educational, medical, economical help to the weaker sections of the society;
- k. To make efforts for eradicating illiteracy;
- l. To initiate all required steps for the total development of the classes of the society for creation of the awakened and healthy society;
- m. To get associated with or directly involve those trusts, organizations, societies, associations, individual or individuals who are fully or partially having the goals similar to that of this Trust;
- n. To undertake educational activities and for that purpose to construct, run and maintain Schools, Colleges, Educational Centres, Institutions etc;
- o. To grant Scholarships, Stipends, Prizes, Financial and other assistance to the students;

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- p. To render medical facilities to the public in general and for that purpose may open Nursing Training Institutes, Para-Medical Institutes, Nursing Homes, laboratories, Libraries, Clinics etc. and impart medical education etc.
- q. To establish Libraries, Schools, Colleges, Institutions, Book-Banks for the benefits of the students;
- r. To conduct educational Tours, debates, symposiums etc for the expansion and betterment of students;
- s. To construct, maintain and run Hostels, Mess, Playgrounds and Laboratories etc for the benefits of the students; and
- t. To do all the acts necessary and conducive to the achievement of the one or the more objects mentioned hereinabove.

5. TERMS AND CONDITIONS:

- a. The above-mentioned SETTLER and TRUSTEES shall be the members of the TRUST for initial term of two years or unless impeached or retired earlier by the provisions hereinafter contained while the remaining Trustees can be impeached by simple majority at any time with prior written notice of at least 15 days and these Trustees shall be bound to accept such impeachment and shall not be entitled to challenge the same in any manner. However the Trustee shall enjoy the further term of *two years* and subject to the extension by the full majority of the Board of Trustees, may continue to be the Trustee of the Trust for the extended term.
- b. In case of death of a TRUSTEE, his/her legal heir or heirs shall not be entitled to succeed his/her office automatically.
- c. In case of a vacancy in the TRUST, the same shall be filled by the TRUSTEES existing at the appropriate time by a two-third majority of the total membership.
- d. In event of the vacancy of the Chairman/President his office/designation shall be succeeded by the person nominated and willed by the present President/President during his lifetime.

EXPLANATION: - For the purpose of this clause, a vacancy shall be deemed to have come into existence in one of the following situations:-

- i. A TRUSTEE dying without legal heir in the manner as aforesaid.
- ii. A TRUSTEE being disqualified or impeached as provided hereinafter in this deed.
- iii. A TRUSTEE resigning from the TRUST and the resignation being accepted by a simple-majority of the total membership excluding the resigning one.

My

Signature

Signature

Signature

Signature



Ashwani Sharma
Stamp Vendor
Licence No. 55
Dist. Court, Katol, India



E 675217

1. **S. Nirmaljit Singh** S/o S Ranjit Singh R/o Digiana Camp Gangyal Jammu A/p Barnoti Tehsil & District Kathua (PRESIDENT/CHAIRMAN)
2. **Sh Harpreet Kour** D/o S Manjit Singh R/o Aman Vihar Phase-II Talab Tillo Jammu (GENERAL-SECRETARY);
3. **Sh Gurdeep Singh** S/o Sh Manjit Singh R/o Aman Vihar, Phase-II, Talab Tillo, Jammu (MEMBER-TRUSTEE);
4. **Smt Ranjit Kour** W/o S Ranjit Singh Digiana Camp Gangyal Jammu (MEMBER-TRUSTEE)
5. **Sh Shambu Dutt** S/o Late Sh Tula Ram R/o Jasrota Tehsil & District Kathua (MEMBER-TRUSTEE),
{all hereinafter also referred to as TRUSTEES for the time being of these present and/or survivor or survivors of any of them and their successors-in-Office}. All of the aforementioned Trustees are the Permanent Residents of the State of J&K and possess PRC's in their respective favour.

NOW THIS INDENTURE FURTHER WITNESTH AS UNDER:

1. TRUST PROPERTIES:

IN ORDER TO effectuate the above said object of creating a Charitable Trust, the settlers have already started an ETT College/Institution under the name and style of KARTAR TEACHER TRAINING & RESEARCH INSTITUTE Barnoti Tehsil Kathua and also KARTAR PUBLIC SCHOOL at NHW Barnoti (Revenue Village Budhi) Tehsil Kathua under the President-ship of the Trust, which is placed at the disposal of the Trustees and constitutes the trust property and the Trustees may hold the same along with all additions and accretions thereto and all other properties which may be acquired and vests in the Educational Trust.

2. NAME CLAUSE:

The name of the Trust shall remain to be "KARTAR EDUCATIONAL TRUST KATHUA".

3. HEAD OFFICE:

Ashwani Sharma
Stamp Vendor

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an office bearer, the vacancy shall be filled by the person nominated by the deceased Office-bearer during his/her lifetime.

EXPLANATION: - The expression senior most means the TRUSTEE who is in the office for a long term and in case of the two TRUSTEES in the office for the same term, the TRUSTEE having higher education.

- i. The Trust through the PRESIDENT shall also be competent to acquire or dispose of any moveable or immoveable asset of the Trust property including land, building or portion thereof by adopting a specific resolution and any of the Trustees may be authorized to execute legal documents or effecting any such transfer and get the same register with competent Registrar/Sub-Registrar.
 - j. The PRESIDENT shall be authorized to represent the TRUST and its properties in the Court of law and for such purpose can engage advocate, sign *vakalatnama*, sign, verify, attest, notify any pleading, document, applications, appeals, suits, written statement, affidavit, objections etc on behalf of the TRUST.
 - k. The PRESIDENT shall further authorized to get the mutation attested, obtain copy of the same or other revenue record etc pertaining to the properties of the TRUST etc.
6. TRUST FUNDS:
- a. The TRUST FUND shall consists of the initial donation of Rs10,000/- (Rupees Ten Thousands only) by each of the new added Trustees and also all the accretions to it and amount lying deposited in the Banks in the name of the Trust along with all value of properties according to the Book entries.. In addition to this, the funds for the TRUST shall be raised by donations from public, such help or contributions as may be made by the Government or some other organizations for the achievements of the aims and objects of the TRUST, may also be accepted by the TRUST. If such help or contribution is conditional, the same shall be accepted only after the conditions are approved by the two-third majority of the total TRUSTEES constituting the TRUST at the appropriate time.
 - b. That the TRUST shall also raise fund by selling whole or any portion of the properties to be acquired by the Trust or by letting the same out on rent to any private person or companies, educational institutions, Banking Institutions, financial institutions etc. The rent shall be settled by the TRUSTEES in the Meeting in the presence of PRESIDENT and the decision of the majority shall be final for all

Handwritten signatures and fingerprints:

Handwritten signatures: *Mr. [Signature]*, *Mr. [Signature]*, *Yashvir*, *Ranjit Kumar*, *SD [Signature]*

Fingerprints: Five blue ink fingerprints are visible below the signatures.

practical purposes. The rent or sale considerations so collected shall also constitute TRUST FUND.

- c. The money shall be kept in a Nationalized Bank in its Principal Branch at Kathua. The account shall be opened in the name of the TRUST and shall be operated by the President solely.
- d. The annual account of the TRUST shall be audited by a Chartered Accountant only and the report submitted by him shall be placed before the TRUSTEES in the special budget session of the TRUST.
- e. The annual budget session shall be passed by a two-third majority of the TRUSTEES.
- f. The TRUSTEES shall make every possible endeavor to get the TRUST registered under the Income Tax Act, 1961.

7. GENERAL MEETINGS:

The TRUSTEES will meet on the first Sunday of alternative month. The President/Chairman of the TRUST shall have the right to call a special meeting by giving three days prior notice to all the TRUSTEES.

8. QUORUM:

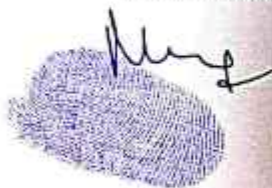
Two TRUSTEES or one more than the half of the total TRUSTEES at an appropriate time, whichever is more, shall constitute the quorum of the TRUST. However, all the decisions not otherwise provided for in this deed, shall be taken by a simple majority of the total members of the TRUST. Any special invitee in any meeting of the TRUST shall have no vote at all.

9. REVOCATION OR WINDING UP OF TRUST:

In the case of non-functioning or mal-functioning of the TRUST, two-third majority of the total Trustees at the appropriate time shall have the power to revoke the same and in event of revocation or winding up, the funds and properties of the TRUST shall vest in the Trust with alike objectives, which shall be utilized by it in any manner it likes in pursuance of the objectives of the Trust.

10. THE DUTIES OF THE PRESIDENT:

The settler S Nirmaljit Singh shall now be the PRESIDENT of the executive committee of the Trust and shall also be the Managing President/President of the KARTAR TEACHER TRAINING & RESEARCH INSTITUTE Barnoti Tehsil Kathua for life. All the resolutions and decisions of the Trust through its executive committee



Y. Singh

Ranjit Kumar



S. Dhill



meeting are subject to the final approval by the PRESIDENT. In absence of the PRESIDENT in a particular meeting, the SECRETARY (Smt Harpreet Kour) or any other Trustee after arriving at mutual consent shall be authorized to use the powers of the PRESIDENT for such a meeting. In case of any dispute, the decision of the majority shall be binding on all the Trustees.

11. FINANCIAL YEAR:

The financial year of the Trust shall end on 31st of March every year.

12. DONATIONS:

The Trustees may accept gifts of immovable properties or any donations or contributions in cash or in kind from any person, firm company, corporation, associations, institutions or trusts (including the settlers or trustees or any of them) for the furtherance of the object of the Trust or for any 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 object of the Trust. The Trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institution.

13. PRESIDENT :






The Trustee **S Nirmaljit Singh** shall be the President/Chairman of the Trust and her term shall be for life. The president shall represent the Trust in all fields and her decision shall be the final binding on the Trust.

14. SECRETARY:

The Trustee **Smt Harpreet Kour** shall now be the Secretary of the Trust, who shall be authorized to deal with the public in general regarding the matters of the Trust and in order to further the objectives of the Trust. The Secretary shall further authorized to handle all official jobs, interactions with various Departments, Offices etc and to look after the general affairs of the Trust. The Secretary is still authorized to delegate his jobs to any other person including the President of the Trust for the facilitation of aforementioned jobs/deeds.

15. POWERS AND FUNCTIONS OF THE TRUSTEES:

Without prejudice to the generality of the Power and Functions of the Trustees to manage and administer the Trust, the Board of the Trustees shall have the following functions:

- a. To borrow money if needed against the security of the assets of the Trust by way of Bank overdrafts, loan or otherwise as may be necessary for the benefit of the Trust and for more effectively carrying out the objectives of the Trust provided that the Trustees unanimously agree on such borrowing and limited to the terms of decisions or agreement and to authorize two or more of the Trustees to execute or get register such documents, deeds, papers, indentures etc as may be necessary in connection therewith.
- b. To arrange for and/or authorize the signing or execution of any agreement, contract, instrument, documents or any other paper or writing required to be signed or executed on behalf of the Trustees by any two of the Trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the Trustees.
- c. To appoint or make provisions for the appointment of sub-committee of Trustees and/or others to attend to or supervise or conduct specified jobs or functions or Trust matters in such manner and subject to such rules and regulations as the Trustees may prescribe.
- d. To authorize any one or more Trustees to hold any property or any fund or any investment of the Trust subject however to the terms of these present in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.
- e. To spend any portion of the corpus or the income of the Trust Fund for purchasing any land and/or constructing any building or buildings for and in the name of the Trust for the purpose of carrying out, promoting and/or executing any or all of the objects of the Trust.
- f. The Trustees shall also be competent to dispose of any moveable or immovable asset of the Trust property including land, building or portion thereof by adopting a specific resolution and any of the Trustee may be authorized to execute legal documents or effecting any such transfer and get the same register with competent Registrar/Sub-Registrar. However the sale-proceeds thereof shall be utilized for acquiring other assets of the trust or consideration thereof shall be spent for promotion of any object of the Trust mentioned in these presents.
- g. The TRUSTEES may delegate any of the aforementioned function to any other person including the PRESIDENT of the Trust.

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16. ACCOUNTS OF THE TRUST:

- a. The Trustees shall cause true and correct/accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of Trust properties or in relations of the carrying out of the objects and purpose of the Trust as well as of all the assets, credits and effects of the Trust properties, provided that such investments shall not be made which are directly or indirectly for the benefit of any person referred to in sub-section (3) of Section 13 of The Income Tax Act, 1961 or any subsequent amendments as may be made from time to time.
- b. That if the income from the Trust property in a particular financial year is not fully utilized, the unexpected income subject to the applicable provisions of the Income Tax Act, 1961 shall be carried over to the next financial year and spent in such subsequent year or years for the advancement of any of the objects of the Trust.
- c. The Trustees shall keep an account or accounts with any Bank or Banks and to operate such account/s, whether in credit or in debit, give all appropriate instructions to the bankers concerning the operation of such account/s and the PRESIDENT shall be authorized to operate such account or accounts standing/opened in the name of Trust. It is further made clear that the said arrangement of Cashier/Accounts-Keeper is subject to the approval of 2/3 rd majority of the Trustees and Settler.

17. APPOINTMENT OF OTHER FUNCTIONARIES:

The PRESIDENT may appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Doctors, Computer Operators, Steno or other employees for the purpose of management or supervision of the Trust Estate, for collection of rents, effects and profits, for keeping the accounts and records and for other purposes of the trust.

18. AMALGAMATION:

The Trustees may join, co-operate or amalgamate the Trust created by these presents or any portion thereof with any Trust or institution having allied and/or similar objects upon such terms and conditions as they may in their absolute discretion think fit.

19. REMUNERATIONS OF TRUSTEES:

The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them in or about the execution of the Trust or any of their

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duties under these presents including traveling expenses, remuneration for the trouble, loss of time and skill.

20. STRENGTH OF TRUSTEES:

The number of Trustees shall not be less than three including the PRESIDENT and not more than fifteen including the PRESIDENT. However, the Trustees can change this number of requirements from time to time with a resolution of 2/3rd majority with the consent of the PRESIDENT.

21. RETIREMENT OF TRUSTEES:

Any Trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.

22. MEETINGS, DECISIONS AND RESOLUTIONS OF THE TRUST:

- a. All the proceedings and questions and matters arising at the meeting of the Trust shall be decided by the voting PROVIDED HOWEVER THAT notwithstanding anything stated herein, no question dealing with the disposal of the corpus of any of the Trust properties and/or investment out of the trust corpus shall be decided except with the consent of the PRESIDENT of the Trust.
- b. In case of difference of opinions between the Trustees, the opinion of the majority shall prevail.
- c. A resolution in writing circulated amongst all the Trustees and signed by majority of the Trustees and the PRESIDENT shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.
- d. Notice of the meeting of the Trustees and all communications may be sent to the Trustees at their address registered for the time being for the records of the Trust.
- e. All meetings of the Trust shall be held at such places and at such times as the PRESIDENT of the Trust shall decide from time to time.
- f. A Trustee, who is unable to be present at a meeting of the Trustees, may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
- g. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for this purpose and signed by all of the Trustees present in such meeting or of the following meeting when they are read over and shall be so entered and signed, which shall be the conclusive evidence of the business and other matters transacted at such meeting.




23. ELIGIBILITY OF THE TRUSTEES:

No person being

- i. an un-discharged insolvent;
- ii. convicted of any offence involving moral turpitude;
- iii. of unsound mind; or
- iv. a minor

shall be eligible to be a Trustee.

24. CESSATION OF TRUSTEE:

A person shall cease to be a Trustee in any of the following events:

- i. if he dies;
- ii. if he becomes bankrupt;
- iii. if he becomes insane or otherwise become incapable to act; or
- iv. if he resigns his office and his resignation is accepted by the PRESIDENT.

25. RIGHT TO SUE:

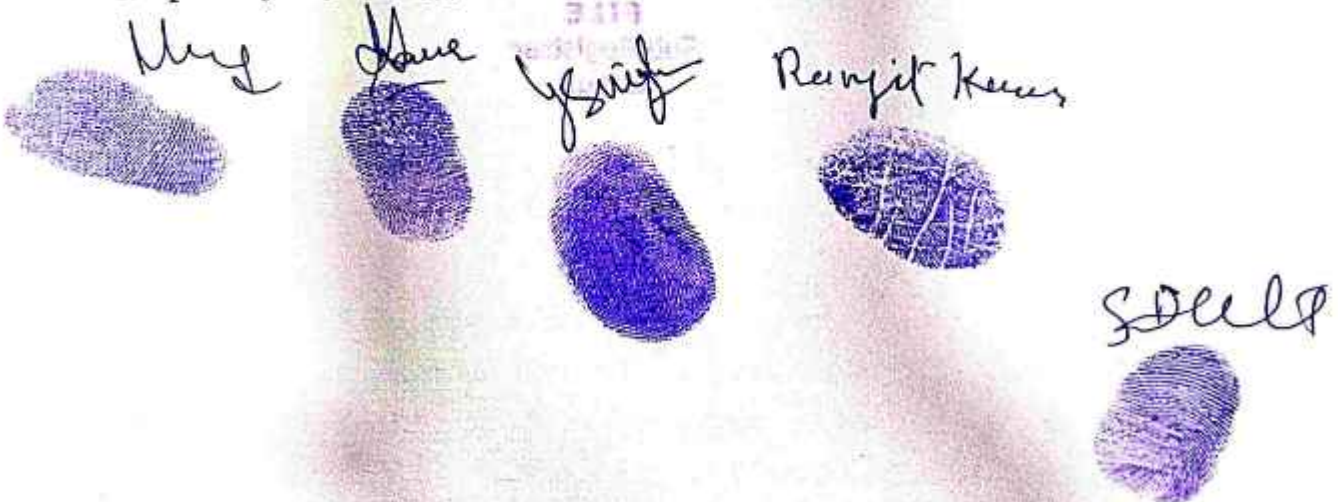
The Board of Trustees shall be entitled to sue in the name of the Trust and may similarly be sued in the name of the Trust.

26. IMPEACHMENT OF TRUSTEES:

The Board of Trustees may by a unanimous vote for all the Trustees for the time being except the Trustee proposed to be removed, remove any Trustee, permanently or otherwise, from the office after finding the Trustee proposed to be removed, guilty of serious misconduct in relations or concerning the Trust Estate 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 or these presents was desirable keeping to the objects of the Trust in view or other related or connected matters provided however that no conclusion of such guilt shall be arrived at without giving to the Trustee proposed to be removed, a full and fair opportunity of explaining his conduct and/or the charges leveled against him for his removal. And the decision of the Board of Trustees in this behalf shall be final and binding and shall not be called in question anywhere.

27. BYE-LAWS:

The Trust shall be regulated by the Bye Laws may be formulated by simple resolution. However the Trustees may change any of the Bye-laws or the entire regulations by simple majority voting procedure.

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28. EXPLANATION CLAUSE:

The word TRUSTEES used in this indenture ordinarily includes the Settler for all practical purposes. However the PRESIDENT would always remain PRESIDENT and would continue to be so till retirement or impeachment.

29. GENDER AND NUMBER:

In all these present, unless there is anything repugnant in the subject or context:

- a. words importing the masculine gender shall be taken to include females and vice versa; and
- b. words in singular shall include the plural, and vice versa.

IN WITNESS WHEREOF the settler has executed this Deed of Reconstitution of Trust on the day, month and year hereinbefore mentioned in the presence of the two marginal witnesses.

TRUSTEES

WITNESSES:

1. Sh Varinder Kumar
S/o Sh Gopal Dass
R/o Khokhyal Tehsil Kathua.
2. Sh Rajesh Kumar
S/o Sh Omkar Chand
R/o Daralan Tehsil Kathua.

1. S. Nirmaljit Singh S/o S Ranjit Singh R/o Digiana Camp
Gangyal Jammu A/p Barnoti Tehsil & District Kathua.
2. Ms Harpreet Kour D/o S Manjit Singh R/o Aman Vihar Phase-II
Talab Tillo Jammu.
3. Sh Gurdeep Singh S/o Sh Manjit Singh R/o Aman Vihar,
Phase-II, Talab Tillo, Jammu.
4. Smt Ranjit Kour W/o S Ranjit Singh Digiana Camp Gangyal
Jammu.
5. Sh Shambu Dutt S/o Late Sh Tula Ram R/o Jasrota Tehsil &
District Kathua

The document has been drafted at the instance of the settler, who has put his signatures in my presence and in the presence of the witnesses cited above, understanding its contents.

Drafted by: - Kirtu Bhushan Mahajan (Advocate), KATHUA

At S.No.428 Reg. No.02 Dated 21-02-2017.

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200 REGISTRATION
KATHUA

Sh Shambu Dutt