



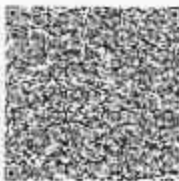
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL00020824224050W
Certificate Issued Date	: 10-Dec-2024 04:51 PM
Account Reference	: IMPACC (IV)/ dl1073603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL107360346990772995386W
Purchased by	: GUDDU
Description of Document	: Article 64 Trust
Property Description	: 21/261 KALYANPURI DELHI 110091
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GUDDU
Second Party	: MATA KALI DARBAR CHARITABLE TRUST
Stamp Duty Paid By	: GUDDU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line



NAME - GUDDU

DOB - 21/01/1995

Adhar - 6846-5632-7121

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.mhkescomd.com or using e-Stamp Mobile App or Stock Holding Company's website.
2. Any discrepancy in the Stamp certificate and as available on the website / Mobile App renders it invalid.
3. The terms or conditions of the certificate are on the terms of the certificate.
4. In case of any discrepancy please advise the Competent Authority.



E-STAMP: IN-DL00020824224050W

TRUST DEED

THIS DEED OF TRUST is made on this 13th day of DECEMBER, 2024 by MR. GUDDU, S/O PRAMOD, R/O 16/415, 3rd FLOOR, BLOCK 16, KALYANPURI, PATPARGANJ, EAST DELHI, DELHI-110091. (AADHAAR NO: 6840 5632 7121) hereinafter called the Settlor which expression, where the context so admits shall mean and include his successors and assigns.

WHEREAS the Settlor is desirous of settling on Trust the sum of Rs. 3,100/- (Rupees Three Thousand One Hundred Only) only to be utilized for public charitable purposes by himself along with following Trustees: -

1. MS. NEHA KUSHWAH, D/O RAJESH KUSHWAH, R/O 16/415, BLOCK-16, KALYANPURI, EAST DELHI, DELHI-110091. (AADHAAR NO: 2532 6621 5744)
2. MR. VIKKI, S/O PRAMOD, R/O 17/373 JHUGGI BLOCK-17, KALYAN PURI, EAST DELHI, DELHI, 110091 (AADHAAR NO: 7941 5754 9312)

AND WHEREAS the Trustees hereto have given their consent to be the Trustees along with the Settlor, who shall be the Managing Trustee for administering the affairs of the Trust in accordance with the terms and conditions hereinafter provided.

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS:

In pursuance of the premises above, the Settlor does hereby settle upon and convey to the above Trustees the sum of Rs. 3,100/- (Rupees Three Thousand One Hundred Only) in cash to hold the same in Trust with the powers and subject to the provisions hereinafter contained concerning the same.

PART I - MEMORANDUM OF ASSOCIATION

A. NAME OF THE TRUST

That the name of the trust shall be "MATA KALI DARBAR CHARITABLE TRUST"





REGISTERED OFFICE OF THE TRUST

That the registered office of the trust will "21/261 KALYANPURI DELHI 110091".

AREA OF OPERATIONS: ALL OVER INDIA.

B. OBJECTIVES OF THE TRUST

1. To Facilitate Access to Quality Education:

The primary objective of the Trust shall be to facilitate access to quality education for students, particularly from economically and socially disadvantaged backgrounds, by establishing educational programs, institutions, and scholarships that promote academic excellence and personal growth.

2. To Establish and Operate Educational Institutions and Training Centers:

The Trust shall undertake the establishment, management, and operation of schools, colleges, vocational training centers, and other educational institutions aimed at providing comprehensive learning experiences. These institutions will focus on both academic and skill-based education, fostering holistic development in a nurturing environment.

3. To Provide Financial Assistance, Scholarships, and Educational Resources:

The Trust shall provide financial assistance, scholarships, and educational resources to deserving students to support their academic pursuits. This includes offering need-based financial aid, merit-based scholarships, and the provision of necessary study materials to ensure that students can pursue their education without financial barriers.

4. To Provide Nutritious and Free Meals to Underprivileged Individuals:

The primary objective of the Trust shall be to establish and operate "Annapurna Rasoi" or community kitchens that shall provide free, nutritious, and wholesome meals to underprivileged, marginalized, and economically disadvantaged individuals on a daily basis. The Trust aims to alleviate hunger and malnutrition among vulnerable sections of society by ensuring regular access to basic food.

5. To Establish and Maintain Community Kitchens and Food Distribution Centers:

The Trust shall set up, operate, and maintain community kitchens (Annapurna Rasoi) and food distribution centers across designated locations, where free meals will be served to the needy. These facilities shall be equipped with necessary infrastructure, kitchen equipment, and hygienic standards to ensure the preparation and distribution of quality food on a consistent basis.



Deed Related Details

Deed Name :- Trust - 64(TRUST),

Money Related Details

Consideration Value :- Rs.0/- , Copying Fee :- Rs.100/- , Registration Fee :- Rs.1000/- , Stamp Duty :- Rs.100/-

This Document Of :- Trust - 64

TRUST

Presented by: SH/Smt

S/o,W/o R/o

GUDDU

The Office Of Sub-Registrar, Delhi this 13-12-2024 11:06:57 day Friday between the hours of

RS
Registrar/Sub Registrar
East Geeta Colony

Execution admitted by the said Shri/Ms

GUDDU

and Shri/Ms

GUDDU

Who is/are identified by Shri/Smt/Km DIVYA S/o W/o D/o ASHOK KUMAR R/o B-3 DLF ANKUR VIHAR LONI GHAZIABAD UTTAR PRADESH 201102 and LOVE KASHYAP S/o W/o D/o SANJAY KASHYAP R/o KACHCHI SADAK MAYA TEELA MATHURA UTTAR PRADESH

Content of the documents explained to the parties who understand the conditions and admit them as correct

Certified that the left(or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

13/12/2024 11:08:32

RS
Registrar/Sub Registrar
East Geeta Colony



Love Kashyap

Divya Kashyap

6. To Collaborate with Donors, Volunteers, and NGOs for Sustainable Operations:

The Trust shall collaborate with individuals, donors, organizations, and volunteers to ensure the sustainability of the Annapurna Rasoi initiative. The Trust will seek donations in kind or cash and enlist volunteer services to meet the operational requirements, including the procurement of food, staff, and logistics necessary for the uninterrupted functioning of the community kitchens.

7. To Facilitate and Support Marriages for Economically Disadvantaged Girls:

The primary objective of the Trust shall be to facilitate and provide support for the marriages of economically disadvantaged girls, particularly those from low-income and underprivileged families. The Trust will ensure that such girls are provided with the necessary financial, social, and emotional support to help them enter into a dignified and secure marital relationship.

8. To Provide Financial Assistance for Marriage-Related Expenses:

The Trust shall provide financial assistance, including but not limited to, dowry assistance, wedding expenses, and other related costs for the marriage of eligible girls from financially weak backgrounds. The Trust will ensure that this financial aid is provided in a manner that supports the dignity and respect of the individuals involved, without any burden on the family.

9. To Establish Collaborative Partnerships with Social Organizations and Sponsors:

The Trust shall establish partnerships and collaborations with donors, NGOs, community groups, and other charitable organizations to secure the necessary resources and sponsorships for the marriages of underprivileged girls. These collaborations will help ensure the sustainability and reach of the program, ensuring that more girls can benefit from the initiative over time.

10. To Provide Financial Assistance to Economically Disadvantaged Individuals:

The primary objective of the Trust shall be to provide financial assistance, grants, and aid to economically disadvantaged individuals and families. This assistance may be in the form of cash, scholarships, or subsidies for essential needs such as education, healthcare, and basic living expenses, thereby improving their quality of life and fostering social inclusion.

11. To Facilitate Access to Basic Needs and Essential Services:

The Trust shall undertake initiatives to facilitate access to basic needs, including food, clothing, shelter, and healthcare services, for underprivileged and vulnerable individuals. The Trust will collaborate with relevant stakeholders, including local communities and welfare organizations, to ensure the effective distribution of resources to those in need.

12. To Promote Skill Development and Empowerment for Self-Sufficiency:

The Trust shall focus on the long-term empowerment of economically disadvantaged individuals by providing training programs, skill development workshops, and vocational education. These initiatives will aim to equip individuals with the necessary skills and tools to improve their employability, achieve financial independence, and contribute positively to society.

4 Judd



Document Registration Summary 2

Print Date :- 13-Dec-2024

Proofing Number : 2024/4/17639

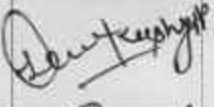
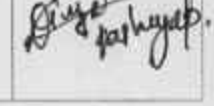
Type Of Deed Trust - 64

Sr.NO	Party Name and Address	Party Type	Photo	FingerPrint	Signature
1	GUDDU 16/415 3RD FLOOR BLOCK 16 KALYANPURI PATPARGANJ EAST DELHI 110091 ,,, Delhi, Aadhar Card- *****7121 ,Pan No: BSCPG1314E, Age 29	AUTHOR			
2	GUDDU MATA KALI DARBAR CHARITABLE TRUST ,,, Delhi, - ,Pan No: , Age	TRUSTEES			

The Executants Have Admitted The Execution

Stamp No. 3 at On Dated 13-Dec-2024 11:07:40 am

Witness

Sr.NO	Witness Name	Witness Photo	Witness Thumb	Witness Signature
1	LOVE KASHYAP S/o/D/o :- SANJAY KASHYAP Address :- KACHCHI SADAK MAYA TEELA MATHURA UTTAR PRADESH			
2	DIVYA S/o/D/o :- ASHOK KUMAR Address :- B-3 DLF ANKUR VIHAR LONI GHAZIABAD UTTAR PRADESH 201102			

Stamp No. 4 at 13-Dec-2024 11:08:27 am

East Geeta Colony



13. To Promote and Support Cow Welfare Activities:

To undertake and promote activities for the welfare, protection, and preservation of cows and other bovine species, including the establishment and maintenance of cow shelters (gaushalas), provision of adequate food, healthcare, and shelter, and measures to prevent cruelty and abandonment.

14. To Encourage Awareness and Advocacy for Cow Protection:

To create awareness about the significance of cow welfare in Indian culture and sustainable agriculture through educational programs, seminars, workshops, and publications, and to advocate for legal measures to prevent exploitation and cruelty towards cows.

15. To Support Organic and Sustainable Practices Linked to Cow Products:

To encourage and promote the use of cow-derived products such as milk, ghee, dung, and urine for organic farming, renewable energy, and other sustainable practices, thereby contributing to environmental conservation and rural livelihood enhancement.

16. To Promote the Study and Practice of Astrology:

To advance the study, research, and practice of astrology, including Vedic astrology, numerology, palmistry, and other allied sciences, by organizing workshops, seminars, and training programs for students, scholars, and practitioners.

17. To Establish Astrology Research and Training Centers:

To establish, maintain, and support centers for the research, education, and dissemination of astrological knowledge, including the development of tools, techniques, and methodologies to enhance its scientific understanding and application.

18. To Provide Astrological Guidance and Public Awareness:

To offer free or affordable astrological guidance to the public for personal, professional, and societal well-being and to raise awareness about the role of astrology in fostering mental peace, decision-making, and harmony in life.

19. To Foster Spiritual and Religious Awareness:

To promote understanding, practice, and awareness of spiritual values and principles as enshrined in various religious traditions, and to encourage individuals to embrace and uphold dharma for personal and societal harmony.

20. To Organize Religious and Spiritual Activities:

To organize and support religious ceremonies, spiritual discourses, prayer meetings, pilgrimages, and cultural events that aim to connect individuals with their faith and encourage a sense of community and devotion.

21. To Educate and Guide in Ethical and Moral Living:

To educate individuals about the ethical and moral teachings of dharma through the establishment of centers, publications, and programs, thereby guiding them toward a righteous and meaningful life aligned with spiritual values.

22. To Promote Cleanliness and Hygiene Awareness:

To create awareness about the importance of cleanliness and hygiene in society through educational campaigns, workshops, and public outreach programs, encouraging active participation in maintaining a clean environment.

23. To Undertake Sanitation and Waste Management Initiatives:

To implement and support activities aimed at improving sanitation, including waste segregation, recycling, and proper disposal systems, and to collaborate with local authorities and organizations for the development of sustainable waste management solutions.

24. To Conduct Community Cleanliness Drives:

To organize and lead regular cleanliness drives in public spaces such as streets, parks, rivers, and community areas to foster a sense of responsibility and collective effort in maintaining a clean and healthy environment.

25. To Promote Tree Plantation and Greenery:

To undertake and support tree plantation drives in urban and rural areas, encouraging individuals





and communities to contribute to increasing green cover and combating deforestation for a sustainable environment.

26. **To Distribute Saplings and Encourage Afforestation:**

To distribute saplings and seeds to schools, colleges, organizations, and the public to promote afforestation and awareness about the environmental benefits of planting and nurturing trees.

27. **To Foster Environmental Conservation Education:**

To educate and engage society in the preservation of natural resources, promoting the importance of biodiversity, ecological balance, and sustainable practices through workshops, awareness campaigns, and collaborations with environmental organizations.

28. **To provide educational and vocational training programs** for transgender individuals to enhance their skills, improve employability, and promote self-reliance in society.

29. **To establish and support shelters, healthcare facilities, and counseling services** specifically tailored to the needs of transgender individuals, ensuring their physical and mental well-being.

30. **To advocate for and protect the legal rights of transgender individuals**, promoting social acceptance and ensuring their integration into mainstream society through awareness campaigns and legal aid services.

31. **To provide skill development and livelihood training programs** for widows to foster economic independence and enhance their social and financial status.

32. **To establish support systems, including counseling centers and self-help groups**, aimed at addressing the emotional, psychological, and social challenges faced by widows.

33. **To promote educational opportunities for widows and their dependents** by offering scholarships, funding, and other forms of assistance to facilitate their growth and development.

All the incomes, earnings, movable / immovable properties of the trust shall be solely utilized and applied towards the promotion of its aims and object only as set forth in the Memorandum of the trust and no profit, thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profits or in any other manner whatsoever to the present or past members of the trust or to any person claiming through any one or more of the present or the past member.

PART II - ARTICLES OF ASSOCIATION

A. TRUST FUND

1. Initial contribution of Rs. 3,100/- (Rupees Three Thousand One Hundred Only) which has been settled by the Settlor and paid in cash.
2. Gifts/donations either in cash or in kind which may be made by any Philanthropic Institutions/persons or members of the public who are in sympathy with the aims and objects set out herein including any donations made for any such specified purpose or object.
3. The Trust may raise funds by advertisements in publications of the Trust, by arranging charity shows, by accepting fees and subscriptions, and other methods.

6 *gudm*





4. To receive any more and further assets in any shape or form as and when given by the Settlor of the Trust, any of the Trustees or any other persons or institutions.
5. The Trust prohibits acceptance of terror funding globally.
6. To actively campaign and advocate for the implementation of a clause to ban human trafficking, thereby aiming to eradicate this heinous crime and protect vulnerable individuals from exploitation and suffering.
7. If any immovable property is transferred to the trust the executants will deposit the prescribed Indian stamp duty as per defined by the act.
8. The funds or properties received by the Trust from time to time by way of contribution, donations, grants etc. from any persons or persons including myself and the members of my family, institutions, corporations, local authority, or the Government and all accumulations thereof or accretions thereto and all income arising there from, and all properties owned or possessed by the trust, shall constitute the "TRUST FUND" and shall vest in the Trustees for the time being.

B. MANAGEMENT OF TRUST

Board of Trustees - This Trust shall be administered by a Board of Trustees whose number shall not be less than 2(Two) and more than 11 (Eleven). The Founders shall be the permanent Trustees. The permanent Trustees may nominate other Trustees and they will be called "Nominated Trustees". All the trustees will be collectively known as board of trustees.

(Hereinafter referred to as "the Board") The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as Full Board. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

POWER DELEGATED TO BOARD OF TRUSTEES:

1. In the absence of the Settlor all work shall be administrated by Trustee and if due to unavoidable circumstances if trustee is not able to make their presence than whole administration right transferred to the another trustee or main person of the Object.

7 Guedu





2. The Board of Trustees shall hold the properties of the trust for the objects of the trust stated more elaborately in the objects clause of this trust deed.
3. The Board of Trustees shall hold the amount and all other funds, money and properties which may be received by them or secured to the trust hereafter referred as the Trust Fund on Trust and administer the same subject to the powers provisions agreements and declarations hereinafter declared and contained concerning the same.
4. The Board of Trustees shall collect the income interest and dividends of the "Trust Fund" from time to time and shall there from pay in the first instance all the costs, Charges and expenses of trust and shall hold the net balance of the income of the trust fund for the objects of the trust here before mentioned.
5. For the purpose of carrying out the objects of the trust and for providing the facilities and undertaking the activities as mentioned above the Board of Trustees shall be entitled to utilize the fund of trust as well as its income.
6. The Board of Trustees shall be entitled to receive upon such terms and conditions as they deem fit. Donations, gifts, subscriptions in each or in kind and to collect funds by public or private appeal for carrying out the objects of the trust.

The Board of Trustees shall have power to: -

Execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust. Borrow money with or without security and to repay the same. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.

Settlor and Trustee(s) of the Trust - The managing trustees for the time being will be at liberty to appoint additional Trustee within the number mentioned above for such period or on such terms as to retirement and re-appointment as the trustees for the time being considered proper. There shall be a president for the administration of this trust. The Trustees shall elect the Vice President, Treasurer and Secretary from among themselves once in three years. The routine administration of the Trust, its property and affairs, convening meetings of the Trustees, maintaining minutes, accounts, records and Other documents, of the Trust shall be looked after by the Secretary of the Board of Trustees. The

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founder member / Settlor shall also be the trustee and shall be the President of the board for his lifetime with the right to select a successor.

The first Managing Trustee shall be the SETTLOR and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

Nominated Trustees - The day-to-day administration of the Trust shall be looked after by the Nominated Trustee under the guidance, control and supervision of the Board of Trustees. The Board of Trustees shall nominate one amongst the Nominated trustees as who shall hold office for such period, as may be decided by the Board of Trustees. The Managing Trustee shall perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Board of Trustees.

Tenure of Trustees - All the Trustees unless they voluntarily resign or is disqualified for any of the reasons hereinafter contained, shall continue to be Trustees during the term of their lives. All the trustees shall hold their office for their life.

Number of trustee - The number of Trustees shall not be less than two.

Vacancy and Filling of vacancies of Trustees - If and wherever any trustees dies, resigns, becomes unfit or incapable to act or otherwise vacates his/her office, the surviving or Continuing Trustees shall appoint a Trustee or Trustees in the place of the Trustee or Trustees so dying, resigning or becoming unfit or incapable to act or vacating the office.

Appointment of new trustee - The trustees for the time being hereof may, whenever deem necessary and expedient, appoint any other person or persons as Trustee or Trustees. The power to appoint new or additional trustees and to fill vacancies in the office of the trustees shall vest in board of trustees.

Retirement of Trustees Any trustee may retire on giving three months' notice in writing thereof to others. The trustee shall automatically cease to be and shall vacate the office of trustee on happening of the following:

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- i) By death, resignation or retirement;
- ii) If he/she becomes of unsound mind;
- iii) If he/she is adjudged insolvent or if he applies to be so adjudged;
- iv) If he/she has been convicted of any offence for not less than twelve months and
- v) If he/she is absent from India without permission of other trustees (which permission if granted will not be withdrawn) for a continuous period of more than one year.

Removal of Trustee: The Settlor may remove from office any Trustee if in their opinion such Trustee has ceased to represent the interest which he purports to represent on the Board provided that reasonable opportunity is given to such Trustee to make any representation against the proposed action.

C. POWERS & DUTIES OF TRUSTEES

Without prejudice to any of the powers that the Trustees may have under any law for the time being in force or to their general power of management, the Trustees shall have the following powers:

- 1) The preservation, maintenance and management thereof and the affairs relating thereto or connected therewith.
- 2) To apply any part of the Trust Fund in acquiring movable or immovable properties as they may think fit and proper.
- 3) To convert, change, transfer, transpose or otherwise deal with all or any of the investments belonging to the trust or representing the Trust Fund and to reinvest the same as the Trustees may deem fit and proper.
- 4) To accept donations, contributions, subscriptions, and/or other grants-in-aid either in money or in kind or any movable or immovable properties from any person or persons, Firm or firms, company or companies for the advancement and furtherance of the objects and purposes of the trust.
- 5) To open any type of account or accounts in the name of Trust or Institution(s) or program(s) run by Trust with any bank or banks, person or persons, firm or firms, company or companies, banker or bankers; to operate upon such account or accounts and to give all instructions and directions to the bank or banks, person or persons, firm or firms, company and companies, banker or bankers and to transfer, endorse and sign and to operate by the authorize signatory only or signatories as board of Trustees shall think fit and proper to authorize any person or persons.



- 6) Government securities, promissory notes, charges, debenture, cheques, drafts and other securities or instruments. Any one or more of the Trustees authorized by the trustees will be competent to operate the account or accounts with any bank or banks, persons or persons, firm or firms, company or companies, banker or bankers and to sign transfer deed and to sign endorses, cheques, drafts, government or other promissory notes, debentures, securities, instruments etc.
- 7) To apply the Income of the Trust fund and with the unanimous consent of all the trustees even the total amount of the trust (including principal amount) can be transferred to any other charitable institution in case the working of the trust is not found satisfactory.
- 8) To institute suits, actions and legal proceeding to prefer appeals, to make application or petitions and to give affidavit whereas necessary and to defend or compound compromise, abandon; submit to arbitration or otherwise settle any suit; action claim legal proceedings, appeal, demand or dispute relating to or connected with the trust fund or any part thereof and / or affairs of or relating to or connected with the trust.
- 9) To appoint from time to time sub-committee or sub-committees comprising one Trustee or more for carrying out the objects and purpose of this trust or matters connected with the Trust and / or its affairs.
- 10) To amalgamate the trust with other institutions, association or organizations having objects and purpose similar to the objects and purpose of this Trust.
- 11) To nominate, appoint and constitute attorney or attorneys, legal practitioners, agent etc., and to delegate to them all or any of the duties and power vested in them (Trustees) with regard to the management of the Trust or the Trust Fund, including initiating defending of legal proceedings or for opening or operating upon accounts with any bank or banks, person or persons, or to do any such other act and duties relating to or connected with Trust Fund as may be deemed necessary.
- 12) To appoint secretaries, managers and other employees as the Trustees may in their discretion think proper and necessary for carrying out the management of the trust and / or the trust fund, and to delegate to such secretaries, manager or other employees any of the powers of the trustees for the general or specified purposes as many deemed expedient and proper for the ease the administration and / or proper working of the Trust.

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- 13) To invest the funds to the extent necessary in accordance with the provisions of section 13(l) read with section 13(5) of the Income Tax Act, 1961 or such other sections of the Income Tax Act as amended from time to time so that the income of the Trust will be exempt from Income Tax.
- 14) All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.
- 15) To give guarantee of the assets and property of the Trust, including the Bank guarantee on behalf of Trust to Corporate bodies, persons, firms, institutions, as Trustees may decide from time to time. The trustees shall not be personally liable for such guarantees or securities.
- 16) To change registered office of the trust from time to time to such other place or places as the trustees may deem fit and proper at their discretion.
- 17) To appoint lawyer, Pleaders, advocates to file and defend suit or suits filed for and against the Trust or in the name of Trust and also file suites for financial and other disputes or dues with different parties, and sign execute such application, petitions, affidavits, document for such proceedings and delegate powers to the officers(s), employee(s), staff(s) and Trustee(s) for such proceeding(s) as required from time to time.
- 18) To borrow for the purpose of the Trust on personal credit of the Trustees with or without charges or responsibility upon the assets of the Trust.
- 19) To meet necessary expenses to be incurred in connection with the execution and administration of the Trust.
- 20) To establish centers in different parts of the country for carrying out the objects of the Trust.
- 21) The Trustees will, as far as possible, invest and keep invested all moneys not immediately required for the purposes of the Trust in such manner and / or in such Securities (without any restrictions as to the Trust Securities whatsoever) and with such persons or persons, firm and firms, company or companies, bank or banks, banker or bankers etc., whatsoever, as the trustees in their absolute discretion may think fit and proper.



22) Out of the income of the trust property the trustee shall be entitled to spend or incur the following expenses namely

- (a) All rates, taxes, cess, assessments, dues and duties if any payable to the government to any municipal or other public bodies in respect thereof or any part thereof.
- (b) The premium for the insurance of the buildings or any other insurable property movable or immovable for the time being forming part of the trust property.
- (c) The costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the trust property.
- (d) The cost of making such additions/alterations or improvements to or in the buildings forming part of the trust property, as the trustees shall think fit.
- (e) Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the trustees in the carrying out of this trust.
- (f) Cost and expenses of keeping the trust property in good condition.
- (g) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the trust property.
- (h) The architect's fee and legal charges and fee payable to other professionals engaged in the course of administration of the trust
- (i) All other costs, charges and expenses of and incidental to the management and administration of the trust property in accordance with the objects and purposes hereof or which may be incidental there to.

23) Subject as aforesaid the Trustees shall from time to time make and alter rules and regulations with regard to the carrying out the objects and all matters in respect of which any power or duty is hereby vested in them as they may think proper.

24) None of the powers enumerated above will be deemed to authorize the carrying on of any activity for profit by the Trustees and these powers shall be exercised by the Trustees in such manner that the income of the Trust will be totally exempt from tax under sections 11, 12 and 13 of the Income tax Act, 1961 or such other sections or clauses as amended from time to time.





25) AND GENERALLY do all acts, deed and things as may be necessary for the proper management, control and administration of the Trust and / or the Trust fund and all other matters incidental thereto or connected therewith.

D. MANAGING TRUSTEE

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

E. ACCOUNTS & AUDIT

- 1) The Trustees shall maintain proper and regular accounts and such books of account shall be kept at the office premises.
- 2) Each Trustee shall have right to inspect such books of account after the authority of settlor.
- 3) The Financial year of the trust shall end on 31st March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper. The first financial year of the trust shall close on 31st March 2025.
- 4) The annual accounts shall be audited by a Chartered Accountant or a qualified Auditor who shall be appointed by the Managing Trustee.

F. BANK ACCOUNT

Bank account can be opened in the (MATA KALI DARBAR CHARITABLE TRUST) in any of the nationalized / private /scheduled / cooperative / regional / rural banks, mnc or other banks or financial institutions as the board may decide from time to time. The top executive is empowered to execute any





documents for opening or raising loans for the objects of the trust/society from any of the above the banks.

The board considered the proposal for opening of account of the Trust by unanimous resolution passed by the consent of all top executive members of the Trust as describe infra.

This is unanimously resolved that an account of the trust (**MATA KALI DARBAR CHARITABLE TRUST**) to be opened, and is hereby authorized to honor all cheques, promissory notes, and other instruments drawn by and all bills accepted on behalf of the trust, whether such account be in credit or overdrawn, and to accept and credit to the account of the trust all moneys deposited with or owing by bank on any account or accounts at any time or times, kept or to be kept in the name of the trust and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipt provided they are endorsed/ signed/ issued by settlor.

The money shall be authorized to be withdrawn by the Settlor of the trust.

G. **ADMINISTRATION OF TRUST**

1. **Meetings of the Trustees: -**

- a) The meeting of the Trustees shall be presided over by the Managing Trustee of the Trust and in his absence the Trustees present in the meeting shall elect one of them to preside over that meeting.
- b) The Board Meeting will be held, at least, once in three months,
- c) The notice of all meetings of the Trustees shall be given to all Trustees either by Registered Post or in any other manner as decided by the Trustees before seven days.
- d) The quorum for the meeting shall be 2/3 of the total number of Trustees.
- e) Decisions will be taken as far as possible by consensus and in the event of any difference by majority. Where the votes are equal, the Chairman will have the casting vote.
- f) Resolution by circulation is permissible.

- 2. **Exercise of powers by Trustees:** - All or any of the powers vested in or exercisable by the Trustees as per this Deed of Trust shall be capable of being performed or exercised by a majority of the Trustees



present at the meeting of the Trustees and any action or decision of such majority shall be valid and effective as it would have been if done by all the Trustees.

3. **Indemnity of Trustees:** - The Trustees shall be kept indemnified out of the assets against all legal or other actions, costs 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 the due discharge of their duties as Trustees.
4. **Delegations of powers by the Managing Trustee:** -The Managing Trustee shall at all-time have the right to delegate his powers to any of the remaining Trustees or to other attorneys or agents.
5. **Holding over of Monies for Trust:** - The Trustees may accept grants, gifts, donations, contributions, aids, bequests, legacies or any remittance in cash or in kind and they shall hold the same for the Trust. When cash or cheques are received they shall become part and parcel of the Trust Fund.
6. **Investment of Funds of Trust:** The surplus funds of the Trust which have not been spent in any year shall be invested in the modes prescribed under the provisions of the Indian Trusts Act, 1882 and / or The Income Tax Act, 1961.
7. **Power to Add Beneficiaries:** The Trustee shall have the power at any time and at their discretion to appoint additional beneficiaries by written declaration provided always that the new beneficiary shall not be an excluded person.
8. **Irrevocability of the Trust:** The settlor hereby expressly declares that this trust is irrevocable and shall have effect until either the Trust Fund is exhausted or until the elapsing of the maximum perpetuity period permitted by law.
9. **Funds/income of Trust to be utilized for objects of the Trust:** - Notwithstanding anything contained in hereinafter no investment of the Trust or the income arising out of such investments shall accrue or to be used or applied directly or indirectly or in the manner contemplated in sub-section (2) of the Section 11 of The Income Tax Act, 1961 for the benefit of any person referred to in sub-section (3) of Section 13 of Income Tax Act, 1961. The funds/income of the Trust shall be solely utilized for achieving the objects of the Trust and no portion of it shall be utilized for the benefit of the Trustees by way of interest, bonus, dividend, profit, etc.
10. **Reimbursement of expenses and remuneration:** -The Trustees shall be entitled to receive and be paid out of the Trust Fund, all out of pocket including traveling and other expenses reasonably and





legitimately incurred by them in connection with Trust matters and incurred for attending any meetings of the Trustees or any committee thereof.

11. **Benefits of trust open to all Indians:** The benefit of the Trust shall be open to all Indians irrespective of caste, creed or religion.
12. **Income of Trust not to be applied for the personal benefit of trustee:** -No income of the Trust shall be applied for the personal benefit either of the Trustees or of the Settlor.
13. **Additional offices or Branches:** - The Trust may open additional office(s) or branch (es) at any time or at any places in India, as it may think fit for operation of the trust.
14. **Arbitration:** - If there be any doubts or disputes about interpretation of this deed or about duties, the matter shall be referred to an arbitrator chosen by a consensus among the trustees and his decision shall be accepted. In the absence of consensus among them / tie among them, the decision of Settlor / trustee will be final.
15. **Dissolution of the Trust:** In the event of dissolution of the Trust, the Entire Fund shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed, after obtaining prior approval of the Commissioner of Income-tax (Exemption) New Delhi, to other Trust having similar objectives and who have been granted registration u/s 12AA of the Income Tax Act, 1961. In no circumstances it shall be distributed in any manner, to any member of the Board of Trustees or their relatives or related concerns.
16. **Amendments:** -While this Trust shall be irrevocable, the board of trustee may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the **Commissioner of Income Tax Act 1961** and these shall be read together with the main Trust deed

If the object or any of the powers or any provision in the Trust deed is inconsistent with the requirements of law relating to Public Trusts 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

17 July 2014





that they should accord with such law so as to continue to be eligible to be treated as a Public Charitable Trust. The Managing Trustee may sue and be sued in the name of the Trust.

- The Trust and trust funds shall be irrevocable for all times.
- 17. **UTILIZATION:** All the benefits of the Trust shall be utilized for the objects of the Trust. No part of the benefits shall be applied directly or indirectly for the benefit of any person specified U/S 13(3) of The INCOME TAX ACT 1961
- **BENEFICIARY:** Beneficiary of the Trust shall be a section of the Public and not specific individuals.

SECTION 2(15):

1. That there shall be no infringement to the provision to section 2(15) of INCOME TAX.
2. The Trust fall under the category of relief of poor, education, medical relief, the advancement of any other object of general public utility or others as mentioned in section 2(15) of the INCOME TAX ACT.

SECTION 13: That there has been no infringement of Provisions of section 13 of the INCOME TAX ACT, 1961 since the inception of the Trust

18. The Managing Trustee may sue and be sued in the name of the Trust.
19. The Trust and trust funds shall be irrevocable for all times.

H. OTHER GENERAL CLAUSES:

- a) The trustees shall be reimbursed out of the trust funds the actual expenses incurred in carrying out the activities of the trust.
- b) The SETTLOR/TRUSTEE'S shall sign all documents, contracts and agreements on behalf of the trust, other than documents related to purchase, sale, lease and mortgage of trust properties.
- c) The trust shall not carry on any activity other than those activities which are incidental or conducive to the attainment of the objects of the trust.

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- d) The Trust shall in future attempt to raise its own funds in order to carry out its earlier mentioned objects for which necessary legal provisions such as 12(A), 80G, 35(1) & (2), 35AC, FCRA (Foreign Contribution Regulation Act) and other appropriate legal entities shall be applied and obtained in order to fulfill its objectives from time to time.

IN WITNESS WHEREOF, I MR. GUDDU have been set my hand hereto on the day, month and year first above written-

FOUNDER MEMBER/SETTLOR

(MR. GUDDU)

Guddu



WITNESS:

1. NAME: DIVYA *Divya Kashyap*
D/O: ASHOK KUMAR
R/O: B-3, DLF ANKUR VIHAR, LONI,
GHAZIABAD, UTTAR PRADESH- 201102
AADHAAR NO: (9058 9602 6906)
2. NAME: LOVE KASHYAP
S/O: SANJAY KASHYAP *Sanjay Kashyap*
R/O: KACHCHI SADAK, MAYA PETH,
MATHURA, UTTAR PRADESH - 281001
AADHAAR NO: (9074 2196 4665)

Proofing Number: 2024/4/17639

Presenter Name: MATA KALI DARBAR CHARITABLE TRUST

Certificate (Section 60)

Office of the East Geeta Colony

Registration No: **2024/4/IV/2062** in Book No : **IV**, Volume No : **5088**,

Page No. on page **1** to **38** on this date **17-Dec-2024** day **Tuesday**.

Date:- **17-Dec-2024**

R2 17/12/24
Registering Officer
East Geeta Colony.

