

# INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

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# IN-DL07257722630466P 19-Jul-2017 12:37 PM IMPACC (IV)/ dl792203/ DELHI/ DL-DLH SUBIN-DLDL79220315614474878321P PREET DAHIYA Article 64 Trust SHALOM EDUCATIONAL TRUST O (Zero) PREET DAHIYA Not Applicable PREET DAHIYA 100 (One Hundred only)

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J Principal Shalom Public School Chumukedima : Nagaland



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# TRUST DEED OF SHALOM EDUCATIONAL TRUST

This Deed of public charitable trust is executed on this Quidt, day of July, 2017 by Mr. Preet Dahiya S/o Mr. Jaipal, aged about 35 Years, resident of C-132/A, Vijay Vihar, Phase- 2, Vijay Vihar, North West Delhi, Delhi, 110085 here in after called the Settler, which expression shall unless excluded by or repugnant to the context, be deemed to include to this (executors, administrators and representatives) of the ONE PART.

## AND

- Mrs. Merenia Longchar W/o Mr. Meren Jamir, aged about 42 years, resident of H/No. 217, Shalom Public School, Naga Cemetery Road, Kikhruruza Colony, Chumukedima, Dimapur, Nagaland-797103.
- Mr. Imnajungba Jamir S/o Mr. Meren Jamir, aged about 25 years, resident of 93, Ground Floor, Indra Vihar, Dr. Mukherjee Nagar, North West Delhi, Delhi-110009.
- Mr. Meren Jamir S/o Mr. Meya Jamir, aged about 53 years, resident of Chumukedima, Chumukedima, Dimapur, Nagaland-797103.
- Mr. Preet Dahiya S/o Mr. Jaipal, aged about 35 Years, resident of C-132/A, Vijay Vihar, Phase- 2, Vijay Vihar, North West Delhi, Delhi, 110085.

Shalom Public School Chumukedima : Nagaland

Herein, after jointly referred to as "Trustees" (Which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustees for the time being of these presents and their successors in office) of the other part.

Whereas if the trustees desire to co-opt another eminent personality as trustees for betterment of trust, they can co-opt, but the total number of trustees shall not be more than Twenty one.

Whereas the Settler is desirous of establishing a trust for public charitable objects.

And whereas the trustees have, at the request of the Settler, agreed to act as the Author trustee/ first trustees of these presents as testified their being parties to and executing these presents.

And whereas it is necessary to declare the aims and objects of the public charitable trust, being constituted under these presents.

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# Now this indenture witnesses as follows:

1. That, in order to effectuate his aforesaid desire, the Author has set apart and handed over to the trustees, a sum of Rs. 2100/- Two thousand one hundred (hereinafter called the "Trust Fund" which expression shall include cash and any other property of investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.

# 2. NAME OF THE TRUST

# : SHALOM EDUCATIONAL TRUST

# 3. AREA OF OPERATION

OFFICE ADDRESS

Principal

Shalom Public School Chumukedima : Nagaland : ALL OVER INDIA

The office of the trust will be situated at from House No. 132/A, Plot No. 27-B, KH. No.-92/6, 15 1<sup>st</sup> Floor, Village Rithola, Budh Vihar Extn. BLK-C, Vijay Vihar, Rohini, Delhi.

4(a) ADMINISTRATIVE ADDRESS

: H/No. 217, Shalom Public School, Naga Cemetery Road, Kikhruruza Colony, Chumukedima, Dimapur, Nagaland-797103.

# 5. That the objects for which this Trust is established are:

- 5.1 To improve cultural, educational and social condition of the people undertake multidisciplinary programs and work for democracy, good governance, realization of human rights, international peace, justice and cooperation.
- 5.2 To work for educational upliftment of the rural and urban public irrespective of caste, sex creed and religion.

5.3 To establish and maintain the school with an objective to provide sound preprimary to higher secondary education

- 5.4 To establish, promote, set up, maintain finance, support and help other institution- Orphanage, widows, destitute and poor, impart free education to the poor, helpless and needy children.
- 5.5 To create sense of brotherhood, co-operation, mutual harmony, love and affection amongst the people and educate them their Rights and freedom.
- 5.6 To undertake developmental activities independently or in collaboration with other voluntary agencies.
- 5.7 To inculcate and instill the value and practices, the spirit of service to the mankind, to understand life in the context of contemporary needs of scientific. social, ethical and spiritual development so that human being is free of wants war and evils.
- 5.8 To provide scholarship, sponsorship for bright and intelligent student for attaining higher standards of education.

To arrange and manage various kinds of educational, vocational, industrial 5.9 and other skill development to provide professional course and also arrange all kinds of educational facilities to the students and other needy candidates.

- To arrange and provide as training institute for fine Arts, Music Dance, )5.10Painting, Modeling, physical Education and in other professional subject.
  - To arrange and organize Social religious, cultural and educational functions from time to time.

To conduct coaching classes for prenaration of various competitive exam. Mentoring and counseling each and every students, achieving towards the highest standard of education and making them a responsible citizen.

Chumukedina 5.13 To carry out various child development projects to provide opportunities for the proper development of children. Also to implement various schemes relating to family welfare, nutritious food, primary education, health, entertainment etc., for the intellectual, psychological and physical development of the children;

Shalom Publ

- 5.14 To arrange land, construct building and other facilities for running school/college institution/Library/ashrams/hotel/orphanage/temple etc.
- 5.15 To help and generate training programme for self employment of women and educated unemployed people and to work for adult education.
- 5.16 To assist the NGOs, for the promotion of employment generation, rural assets. healthcare education skill development, youth and women development.
- To implement a job-oriented and labour-based educational system; establish, 5.17 manage and run such educational institutions for meeting the needs, aspirations and welfare of every section of society;

- 5.18 To establish and run various welfare centres to promote de-addiction, welfare of senior citizens, physically and mentally handicapped persons and overall human development
- 5.19 To establish, manage and run high level Training Colleges to bring out personalities in the fields of science, education, literature and sports;
- 5.20 To provide Beti Bachao, Beti Padhao Yojana Government has introduced a new scheme called Beti Bachao, Beti Padhao, which will help in generating awareness and improving the efficiency of delivery of welfare services meant for women with an initial corpus.
- 5.21 To run, manage, conduct, sponsor, coordinate, control and organize programs/ research specially related to the enlistment of disables, their education and rehabilitation with a holiptic and progressive approach under the various schemes of concerned authorities / government.

# PATRONS:

The governing body may according to such terms and condition as it shall decide from time to time admit as patrons those persons who are likely to help in furthering the objective and causes of the trust either through their contensional knowledge and experience and /or through financial assistance.

# TRUSTEES:

Shalom Public School

- Chumukadina : Naga 7.1 All persons who have attained 18 years of age and have subscribed to the aims and objects of the Trust subject to the approval of the Governing Body will be entitled to be its Trustees. The decision of the Governing body in this regard shall be final and binding.
  - 7.2 The Trustees will not be entitled to receive any profit, but the Trustees may receive honorarium and reimburse all expenses actually incurred by them in connection with their duties relating to Trust.
  - 7.3 The Trustees shall be accountable only for such moneys, and funds, which will actually come into their hands.

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# 8. TERMINATION OF MEMBERSHIP OF TRUSTEE:

- 8.1 On death
- 8.2 On written resignation
- 8.3 On unsound mind
- 8.4 If found to be involved in any anti social activities
- 8.5 If found guilty by means of anti propaganda of the Aims and Objects of the Trust
- 8.6 If has not attended three consecutive meeting of the Governing Body without information
- 8.7 If he/she is requested to resign by 2/3<sup>rd</sup> or as near thereto possible of the remaining Trustees.



# GOVERNING BODY OF THE TRUST:

The following persons shall form the Governing Body of the Trust:

| Members               | Designation |           |
|-----------------------|-------------|-----------|
| Mrs. Merenla Longchar | 5           | President |
| Mr. Imnajungba Jamir  | 8           | Secretary |
| Mr. Meren Jamir       | 22          | Treasurer |
| Mr. Preet Dahiya      | 10          | Member    |

# 10. MANAGING TRUSTEE

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Mrs. Merenia Longchar shall be designated as the Managing Trustee (President) of the trust. She will be at liberty for the time being 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 consider proper.

### MEETINGS 11.

- 11.1 The governing body will be held, at least, once in four months, notice of such meeting being given, at least, 15 days in advance. Decision will be taken as far as possible by consensus and in the event of any difference by majority where the votes are equal; the President will have the casting vote.
- The meeting of the Governing body shall be held at such time and place as 11.2 the President may decide from time to time and all the meeting of the Governing Body shall be presided over by the President and in her absence by any one of the trustees. The annual general meeting shall be held not latter than six months after the closing of the financial year.

### ACCOUNTS: 12.

### 12.1 Audit of Accounts:

A Chartered Accountant shall audit the accounts of the trust every year.

# Operation of Bank Account:

Principal School Bank and to provide for opening and operation of such account by one or Shalom Public School Bank and to provide for opening and operation of such account by one or Shalom Public Magazinore of the Trustees or by an agent appointed by the Trustees Shalom Public Nagalance of the Trustees or by an agent appointed by the Trustees.

Settlement of Account: 12.3

The Governing Body will settle all accounts and to compromise, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.

### FINANCIAL YEAR: 13.

The financial year of the trust shall be from 1st April to 31st March of every year.

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# 14. POWERS AND DUTIES OF OFFICE BEARERS:

# A. PRESIDENT:

- The President shall preside over all the meeting of the trust.
- At the time of voting on any matter/subject if the total votes of the group of members happen to be equal in number; the president has the power to cast an extra vote to decide the matter/subject.
- III. The President shall have the power to allow inclusion of any subject/matter in agenda for the discussion in the course of proceeding/meeting.
- IV. The President shall be in charge of the office and shall be responsible to the Governing Body of the trust in all matters. She will contract in all ways and means of his position to improve the trust.

The President shall be convener of all the meetings and without his signature on the notice of meetings no meeting will be valid. It shall be her duty to see that the resolution at the respective meeting is implemented and given effect timely.

The President shall be at liberty to spend up to Rs. 10000/- (Ten Thousand only) for the day to day function of the Trust without sanction of the Governing Body and to do all such other lawful things as incidental or conducive and expedient to the Trust.

# B. SECRETARY:

Secretary will prepare the Membership Register as well as the Proceeding Register to record the minutes of the proceedings of the Governing Body Meetings and have them duly signed by the members who attend the meeting.

# C. TREASURER:

- Treasurer shall maintain the accounts of all money, which is received and/or paid by him/her on behalf of the trust.
- Treasurer shall make disbursement in accordance with the direction of Governing Body.

# 15. POWER TO SUE:

The trust may sue or be sued in the name of the President.

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Shalom Public School Chumukadima : Nagaland

### 16. RECORD:

The Governing Body will maintain a record of investments and disbursements besides a Minutes Book recording all resolutions and proceedings for every meeting duly confirmed at next meeting and attested by the President of the next meeting.

### COMMITTEES: 17.

Trust can permit its beneficiaries to elect committee or committees from among themselves for the smooth and efficient running of any particular branch of its activities. They can form rules and regulations for that particular branch under the given condition.



# TRUST FUND:

That the trust fund may be augmented by the income from the fund and also by donations and other contribution from time to time.

Principal School specified in Para 5.1 to 5.21 herein above unless the other objects added to shalom Public Nagalanthe trust objectives.

- That the Trustees shall always maintain proper books of accounts which shall be kept at the office of the trust.
- In the matter of investment of Trust funds, the provision of section 20 of the 18.4 Indian Trust Act, 1882 shall apply.

### POWER AND FUNCTION OF THE GOVERNING BODY: 19.

- To fill the vacancy created by death or otherwise within three month of the (a) occurrence of such vacancies by appointing any person as trustee.
- The Governing Body of the trust will be empowered to open administrative (b) office, regional offices, branch offices and central office of the trust in different states of India.
- To administer and control the affairs and funds of the Trust and exercise all (C) power of the Trust in order to carry out the aims and objects of the Trust and manage all the institutions established by the Trust.

- (d) To provide grant in-aid and other financial assistance to voluntary organization and work as link between NGOs working in different parts of India and donor agencies and individual donors.
- (e) To accept any donation, contribution, grant-in-aid, subscription in cash or in kind from any person, body of persons, trust, foundations, Govt. Departments or Funding agencies with or without conditions.
- (f) To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto to, any one or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.
- (g) To borrow or raise or secure payments of moneys and also to lend money either with or without security and to sell, alienate or otherwise deal with any property comprising the trust fund.
- (h) To let out any immovable property comprised in the Trust Fund for such period and such rent on such terms and conditions as the Trustees in their discretion may think fit.

To start, abolish, discontinue and restart any charity of charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.

Principal School aging objects either wholly or in part similar to the objects of this Trust and Shalom Public Nagath such terms and conditions as may be thought expedient.

- To join, co-operate or amalgamate this trust with other or others having allied objects upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.
- (I) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and /or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- (m) 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 hereinafter be established for the like charitable purplices.
- (n) To grant loan to institutions or persons either on interest or without interest on such terms and conditions as trustees may in their absolute discretion think fit and set apart and/or allocate the whole or a part of the income or the corpus of the Trust Fund.

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- (o) To apply for grant-in-aid or donation to the Government Departments and Funding Agencies and to accept grants, donations, gifts, subscriptions, affiliation and other assistance with a view to promote the objects of the Trust and to put to any proper condition upon which such grants and other payments may be made.
- (p) Whenever the Managing Trustee is of the opinion that a special meeting of the Governing Body is to be called to discuss and decide an urgent matter of shorter duration the Managing Trustee and any one of the trustees will form sufficient quorum and they may take necessary decisions on behalf of the governing Body in such emergency meeting.
- (q) The Governing Body shall have the power to determine in case of doubt whether any money or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses to be paid provided that nothing contained shall be deemed to Trustees to spend the income or corpus of the trust for any purpose not authorized by these presents.

Principal Shalom Public School for the engagement. Shalom Public School for the engagement. Shalom Public School for the engagement. To borrow moneys either on the contract of the state o

To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purpose of these presents, and it shall be lawful for the trustee to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.

# 20. SEAL OF THE TRUST:

Whenever the seal of the Trust is to be affixed to any writing deed or document executed by the Trust the same shall be affixed in the presence of persons executing the document. The seal of the Trust shall not be affixed except under the authority of a resolution of the Governing Body.

# 21. INVESTMENT:

We undertake that the society/trust/company would only invest its money in the forms or modes specified in section 11(5) of I.T. Act.

We further undertake that the company/society/trust/ will insert relevant clause in desired format in MOA, if required.

### AMENDMENT: 22.

We undertake that the company/society/trust will not make any amendment in the object clause without the consent of concerned authority.

We further undertake that the company/trust/society will insert the relevant clause in MOA, if required.

### 23. IRREVOCABILITY:

We undertake that the trust/ company is irrevocable in nature and in case of winding up or dissolution of the trust, property of the trust/society/company shall be given or transferred to such other company/society/trust having objects similar to the objects of the trust/society/company.

We further undertake that the trust/company will insert the relevant clause in desired format in MOA, if required.

### BENEFICIARY: 24.

We further undertake that the trustees or their relatives would not be beneficiary of the trust. The beneficiaries of the trust would be weaker section of the society/trust/company and the people generally required help and assistance in different facets of their lives.

# DISSOLUTION:

Principal 25.

Shalom Public Nagaland Chumukedima Nagaland in the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of Trust. The creater had be disbursed, after obtaining prior approval of the Commissioner of Incometax (Exemption) New Delhi, to other tructs having similar objectives and who have been granted registration u/s 12AA of the Income 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.

In witness whereof the Settler has herewith set and subscribed his respective hand on the day, month and year first mentioned here in above.

Certified that both copies are true & exact reproduction of each other.

(Signature of the Settler)

In witness where of the parties here to have here unto set their respective hands.



No CHY Vijay Uhan Phara -2 Sector - 4 Ridhalo Delle 110085 Ad 180- 5429 97 650496

Principal Shalom Public School Chumukedima : Nagaland

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Rowing Della- 110025

Ad - No 2799 58390914

Reg. No. Reg. Year 293 2017-2018



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Ist Party

Book No. 4



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SHALOM EDUCATIONAL TRUST BY PREET DAHIYA

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Witness

BHOLA, RAJEEV

# Certificate (Section 60)

Registration No.293 in Book No.4 Vol No 65 on page 1 to 13 on this date 24/07/2017 4:11:34PM and left thumb impressions has/have been taken in my presence.

day Monday

Principal Shalom Public School

Chumukedima : Nagaland

S'R VI D Rohini New Delhi/Delhi

Date 24/07/2017 16:28:04



Revenue Department NCT of Delhi

ACT OF THE REAL