

SAMPLE DEED of Trust for Charitable Purposes

“THIS INDENTURE made at Delhi this _____ day of _____ between Shri Ravinder Kumar Gupta hereinafter called “THE SETTLER” (which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors and administrators) of the One part and

- 1.Sushil Tayal
- 2.Sunil Gupta
- 3.Ram Phal Bhardwaj
- 4.Pravin Goel
- 5.Vijay Chopra
- 6.Pradeep Upadhyay
- 7.Pramod Goel

Hereinafter called “THE TRUTEES” (which expression shall unless repugnant to the context or meaning thereof include the survivor or survivors of them and the heirs, executors or administrators of the last survivor and the trustee or trustees for the time being of the trust hereby declared) of the other part :

WHEREAS the Settler is absolutely seized and possessed of and otherwise well and sufficiently entitled to an amount of Rupees 5,00,000 :

AND WHEREAS the Settler is desirous of settling the said amount upon trust for public charitable purposes; hereinafter expressed or contained in these presents and has in pursuance of such desire prior to execution of these presents transferred, paid and handed over the said sum of Rs.5,00,000 to the Trustees as above mentioned :

AND WHEREAS the Trustees have agreed to become the First Trustees of these presents as testified by their being parties to and executing these presents :

NOW THIS INDENTURE WITNESSETH that in pursuance of the said desire and to give effect to the said intentions and in consideration of the premises and for other diverse good causes and considerations, he the Settler DOTH hereby declare that the Settler has before the execution of these presents handed over to the Trustees the said sum of Rs.5,00,000 (Rupees Five lakhs only) TO HAVE AND TO HOLD THE SAME upon Trust and the Trustees DO AND EACH OF THEM DOTH by these presents declare that they the Trustees shall hold and stand possessed of the said sum of Rs.5,00,000 (Rupees Five Lakhs only) and any donations or contributions received by them and any other assets acquired by them and all accretions thereto and thereof and the investments and the securities for the time being and from time to time representing the same (the assets for the time being of the Trust being hereinafter referred to as the Trust Fund) upon the Trust and with the subject to the powers, provisions and declarations hereinafter mentioned and declared of concerning the same”.

(ii) ***Name Clause***

“The Trust hereby created shall be designated as Ravinder Kumar Gupta Charitable Trust”.

(iii) ***Clause specifying income sources, specific objects to which income is to be applied etc.***

“The Trustees shall hold and stand possessed of the above said Trust Fund upon Trust to receive the interest, dividends, rents, profits and other income thereof and thereon subject to the Trust of these presents and to apply (subject to the outgoings as per Clause 6 hereof) the said interest, dividends, rent, profits and other income (hereinafter called the “said income”) and at their discretion to apply the whole or any part or parts of the corpus of the Trust Fund for such public charitable purposes including (a) spread of education (b) medical relief (c) relief of the poor and (d) advancement of any other object of general public utility (as the law may regard as public charitable objects or purposes) as

the Trustees may think fit and for one or more of such objects or purposes to the exclusion of other or others as the Trustees may think fit.

PROVIDED that the income as well as the Trust Fund shall be applied only towards public charitable purposes as aforesaid and any accumulation of income, if made, shall be made and deemed to be made only for application to such public charitable purposes as aforesaid. One should specifically notice that for the objects all the four ingredients of the definition of charitable purpose have been reproduced to provide them the widest possible amplitude and, over and above, trustees have been empowered to further enlarge the scope of these objects. The proviso ensures application to the specified purpose and meeting of the requirements of accumulation as required by the provisions of section 11 of the Income Tax Act”.

(iv) ***Specific objects clause***

“Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid, it is declared that the Trustees shall each year apply the net income of the Trust Fund and may at their discretion at any time and from time to time apply also the Trust Fund or any part or parts of the Trust Fund in or towards any one or more of the following charitable objects or purposes to the exclusion of the other or others of them in such proportion and manner in all respects as the Trustees may in their absolute discretion think proper.

A. The spread or promotion of education or learning in all its branches in such manner as the Trustees may think fit including;

a) Establishment, maintenance and support of studentships and scholarships for poor, needy and deserving students and scholars of the schools, colleges, universities and other educational or technical institutions;

b) Paying to needy students, school fees, college fees, books, instruments, tools etc;

c) Awarding scholarships, giving loans to needy students on easy terms regarding repayment with or without interest or remitting the said loans in full or in part;

d) paying whole or part of educational costs of deserving students;

e) Opening, running and helping schools, colleges, boarding houses, hostels and other educational institutions.

B) Subscriptions, contributions and/or donations to any schools, colleges, public funds, orphanages or other public institutions for advancement and propagation of education and knowledge and for promotion of any public charitable objects;

C) Doing any other act that is considered charitable and of general public utility including :

a) Supplying to needy persons articles of food, clothing and other necessities free of charge or at subsidized rates and or cash to enable them to purchase the same or give them monthly allowance and or lumpsum in cash

b) Opening and running homes for the elders, homes for widows, widowers, persons desiring to remain unmarried for life, orphanages etc.

PROVIDED ALWAYS that without prejudice to the generality of the foregoing, the help to be given under any of the foregoing heads wherever the case admits may be given either by the way of pecuniary payments or the supply of provisions, food or clothing or the supply or distribution of medical relief or in any manner as the Trustees may consider desirable”.

(v) ***Clauses for ensuring exemption under sections 11 and 12 to the trust and enabling deduction under section 80G to the donors to the trust***

AND IT IS HEREBY DECLARED that the relief to be granted as hereinabove mentioned shall not be limited or restricted to persons of any particular caste or creed or religion.

So far as it is not inconsistent with the object herein mentioned –

- (i) the income as also the corpus of the trust fund shall be applied and be applicable only to or for such public charitable purposes only and within such territories only and subject to such conditions or limitations if any, as may from time to time be laid down in the Income Tax Act, 1961 or any other Act governing tax on of income as well insure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Act, 1961 or any reenactment thereof or modification thereof or under any other Act governing taxation for the time being in force in India;
- (ii) The Trust hereby established shall be one to which the provisions of section 80G of the Income tax act, 1961 or any replacement, reenactment or modification thereof for the time being in force may apply so that any donation made thereto may be recognized as eligible for exemption or relief from tax in the hands of the donor”

(vi) ***Provision for administrative management expenses***

“The Trustees may reimburse themselves or pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or management or execution of any of the powers of these presents and also all outgoings, taxes, assessments, dues and duties and other taxes payable in respect of Trust income, Trust funds or Trust properties and management thereof and pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust fund or assets and may carry out repairs which may from time to time be required to be done to the same and keep the same insured against loss or damage as they in their absolute discretion think proper”

(vii) ***Provision of power to trustees to accept donations, to make transfer of trust property and accept voluntary contributions towards corpus only for meeting conditions under section 12 Clause 7***

“The Trustees may accept any donations or contributions in cash or kind or transfer of any property movable or immovable or take up any running institution from any person or persons, Institutions or Trust for the furtherance of the objects of the Trust or any one or more of them on such terms and conditions as they may in their absolute discretion deem fit. Voluntary contribution made with the stipulation, towards corpus so received shall be considered as addition to Trust Fund or property. While accepting the contribution the trustees shall keep proper record of the identity indicating the name and address of the person making such contribution along with amount donated”.

(viii) ***Provision for enabling trustees to amalgamate with any trust-Clause 8***

The Trustees shall be at liberty to allow and permit any other Trust or Institution to be amalgamated with the Trust created by these presents or any portion thereof with any other Trust or Institution having allied or kindred objects upon such terms as they may in their absolute discretion deem fit and proper”.

(ix) ***Enlargement of object to purposes for which donations may be easily attracted-Clause 9***

“The Trustees may in their absolute discretion utilize any part of the net income of the Trust property as also the corpus of the Trust fund for any object of “rural development” or “rural work to provide self employment” and in particular in or towards the following :

- (a) (1) Establishment, and
- (2) Running of educational and vocational training centres.
- (b) Assistance in the setting up of rural industries in selected areas by the rural weak to provide them self employment.
- © Supply of improved varieties of seeds and provision of facilities and assistance to such farmers for establishment seed farms;

- (d) Supply of fertilizers and insecticides to groups of small/marginal farmers and giving guidance and training to such farms in the use of fertilizers, insecticides etc.
 - (e) Supply of plant protection equipment, sprayers, farm machinery, implements etc. to the village Panchayat for the use of groups of small/marginal farmers.
 - (f) Animal husbandry-assisting the farmers in cattle improvement through establishment of veterinary dispensaries, artificial insemination centres, etc. dairy products processing and marketing.
 - (g) Assistance to groups of small/marginal farms, landless labourers, etc in poultry farming, horticulture etc.
 - (h) Establishment of workshops for servicing and repair of farm machinery and training of artisans, mechanics etc.
 - (i) (1) construction and
(2) Maintenance of drinking water projects, such as wells, tube wells, etc. and cleaning of wells and ponds, and
 - (j) Assistance to the weaker sections in constructing houses on sites provided in rural areas by Government, village Panchayats etc.”
 - (x) Provision enabling management of the trust-Clause 10
- “(a) The management and administration of the Trust Properties and affairs thereof shall vest in the Trustees. Subject as herein mentioned, the Trustees shall exercise all such powers and do all such acts, deeds, matters and things as are required to be exercised or done to manage and administer the affairs of the Trust and Trust properties.
- (b) The Trustees may from time to time delegate any of its powers to a committee or committees which may be formed by it consisting of such of them as they may think fit and the Trustees may from time to time revoke, dissolve and discharge any such committee or committees either wholly or in part and either as to persons or purposes but every such committee so formed shall in exercise of the powers so delegated conform to any regulations that may from time to time be framed by the Trustees. The

Trustees may provide that in addition to one or more of its members, any committee shall consist of a person or persons who is not a Trustee but so that such person or persons shall not have any right to vote on any matters before such committee.

- (c) The Trustees may also form a committee or committees of any person or persons (whether Trustee or not) belonging to any particular area or place for the purpose of carrying out or looking after the activities of the Trust in that particular area or place and every committee so formed shall carry out the directions that may be given to it from time to time by the Trustees. The Trustees shall have power to revoke, dissolve and discharge such committee either wholly or in part and either as to persons or purposes as the Trustees may deem fit.”
- (xi) Clause as to the trustees themselves, their number, filling up vacancies in the Board of Trustees, taking care of the contingency of the vacation of office by a trustee, etc.-Clause 11
- (a) The number of Trustees shall not be less than two or more than eight.
- (b) The Trustees for the time being shall, subject to the maximum number mentioned in clause 11 hereof be entitled to appoint any person as an additional Trustee or to fill in the vacancy caused in their number for any reason whatsoever. If the number of Trustees is reduced below the minimum number mentioned in clause 11 hereof, the Trustees for the time being shall first act to increase their number to the minimum.
- (c) (1) if and so often as any of the Trustees hereunder appointed or any future trustees or Trustee of these presents shall die or shall leave India for more than six months or shall desire to retire from or refuse or become incapable to act in the trust of these presents or otherwise it shall be lawful for the surviving or continuing Trustees or Trustee for the time being of these presents (and for this purpose every refusing or retiring Trustee shall, if willing to act in the execution of this power, be considered to be a continuing Trustee) to appoint a new Trustee or Trustees in place of the Trustee or Trustees so dying or leaving or otherwise and upon every or

any such appointment the number of Trustees may be augmented or reduced and upon every such appointment the Trust Funds (if necessary) shall be transferred so that the same be vested in the Trustees or Trustee for the time being of these presents AND the Trustees or Trustee so appointed as aforesaid may as well before as after such transfer of the Trust Funds, act or assist in the execution of the trust and powers of these presents as fully and effectively as if he/she has been hereby appointed a Trustee.

(2) Any Trustee may at any time resign by giving a month's notice to his/her co trustees and upon expiry of such period, he/she shall be deemed to have vacated his/her office.

(3) The Board of Trustees may co-opt any person as Trustee.

(d) A Trustee shall vacate his office if—

(1) he resigns his office as a Trustee;

(2) he fails without obtaining leave of absence to attend all the meetings of the Trustees held for six consecutive months or three consecutive meetings, whichever occurs later,

(3) he applies to be or is adjudged an insolvent or suspends payment to or makes a composition with his creditors;

(4) he is found to be of unsound mind by a Court of competent jurisdiction

(5) he is found guilty by a court of any offence which in the opinion of the Trustees (he refraining from voting) renders his continuation undesirable.”

(xii) Provision regarding maintenance of accounts, auditing, etc.-Clause 12

(a) The Trustees shall cause to be kept proper books of account with respect to all sums of money received and expended on account of the Trust and matters in respect of which such receipt and expenditure take place and the liabilities and assets for the time being of the Trust. The financial year of the Trust shall be April to March. The books of account shall be kept at

the Head Office of the Trust or at such other place or places as may from time to time be determined by the Trustees.

(b) The Trustees shall get proper accounts of the receipt and expenditure in connection with the affairs of the Trust prepared showing separately under several heads the receipt and expenditure and assets and liabilities. The said accounts for each financial year made and prepared by the Trustees shall be audited by a chartered accountant to be appointed by the Trustees.”

(xiii) Provision relating to custody of trust property, bank accounts, its operation and for borrowing moneys on security for the purposes of the trust.-Clause 13

“(a) The Trustees shall be the custodians of the Trust Properties whether movable or immovable and the same shall be invested, administered and disposed of or transferred by them in such manner as may be decided by them from time to time in accordance with these presents.

(b) The Trustees shall from time to time open and maintain in the name of the Trust a banking account or accounts with such scheduled Bank or Banks or Central or Provincial Co-operative Bank or Banks as they may from time to time determine and shall forthwith pay or cause to be paid the rents, income, profits, dividends and all other moneys forming part of the Trust Properties to the credit of any such account or accounts. Such banking accounts shall be operated upon by any two of the Trustees.

(c) The Trustees may borrow moneys on such security as shall be specified in the resolution of the Trustees and shall, for giving security for such loans, interest and all moneys payable in relation thereto, but subject to the provisions of relevant section of any local Trust Act, make all such dispositions of the properties, moveable or immovable. Forming part of the Trust Properties or any part thereof and enter into such agreements, assurances, deeds and things in relation thereto as they may deem proper and for that purpose sign, seal, deliver and execute such deeds,

documents and writings and do such acts, deeds, matters and things, as may be deemed necessary.”

(xiv) Provision regarding investment of trust funds, dealing with trust properties, alienation of immoveable properties of trust, etc.-Clause 14

“(a) All moneys forming part of the Trust Properties requiring investment shall be invested, all moveable properties held and the conveyance or other assurance in respect of any immoveable property or properties forming part of the Trust Properties shall be obtained, in the name or names of such number of Trustees as the Trustees may decide.

(b) The Trustees for the time being of these presents shall be at liberty to keep the Trust Properties in their respective present state of investment or in the state in which the same is donated or to vary transpose or alter the same and subject thereto the Trustees shall invest moneys comprised in the Trust Properties and all additions and accretions which may be made and all surplus moneys liable to be invested after meeting the necessary expenses of the Trust in or upon any investment authorized by law as specified in the relevant section..... of the local Trust Act , if any and section 11(5) of the Income Tax Act 1961 as the Trustees at its discretion select with power for the Trustees subject to such discretion as aforesaid to vary/transpose the said investments into or for others of the nature hereinbefore authorized and sell and/or realize any part of the Trust Properties for the time being and invest the amounts so received in investments of the nature hereinbefore authorized and to hold the same respectively and investments for the time being representing the same and the rents and dividends interest and income thereof upon the same uses, trusts and powers and provisions as are herein declared and contained of and concerning the Trust Properties.

(c) Subject to the provisions of relevant section of the Local Trust Act, if any, the Trustees shall be entitled to sell or assign any immovable

property or properties for the time being forming part of the Trust Properties (whether acquired by way of mortgage, purchase, gift or otherwise) or any of them or any part thereof, either together or in parcels and either by public auction or private contract and either together or in parcels and either with or without any special or other stipulations as to title, evidence or common covenants of title or otherwise and to buy in and rescind or vary any contract for sale and to resell without being made answerable for the loss occasioned thereby and for the purposes aforesaid or any of them to execute and do all such assurances, acts, deeds, matters and things as they shall think fit and by and out of the moneys which shall arise from any such sale as aforesaid, pay the expenses incurred in trusts or powers of this Trust and shall stand possessed of the residue of the moneys and also of the rent and profits of such premises or of the unsold part thereof for the time being on such trusts and subject to such powers, provisions, agreements and declarations as are herein declared concerning the same respectively PROVIDED THAT AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Trustees to postpone the sale of any immovable property or properties forming part of the Trust Properties or any of them or any part thereof so long as the Trustees shall deem fit PROVIDED ALWAYS that the Trustees shall manage any immovable property or properties for the time being forming part of the Trust Properties in such manner as they shall think fit with full power to make improvements, repairs or alternations of any description and to make or incur any outlay for such purpose or for the insurance or otherwise for the protection or benefit of such properties and to grant or renew leases of any description and upon any terms (either on rent or rents or upon payment of a fine or fines, premium or premiums) of such properties or any of them or any part or parts thereof and to enter

into any arrangement or agreements of any description for or in relation to the tenancy or occupation of them or any of them or any part or parts thereof and to accept surrender of leases and agreements (whether in contemplation of a renewed lease or tenancy or otherwise) or to alter the terms of tenancy or occupation under the same respectively and to make any allowances to or agreements with tenants or occupiers or any other person or persons whomsoever in relation to such trust properties.”

(xv) Provisions regarding vesting of properties in and ancillary powers of trustees-Clause 15

- (a) Upon every appointment of a Trustee, the Trust Properties (which shall include the immovable properties and movable properties belonging to the Trust) shall insofar as the nature of the property and other considerations require or admit of and unless the Trustees otherwise resolve, be deemed to be transferred to and the same shall be deemed to be vested in the Trustees for the time being of these presents, and every Trustee so appointed as well before as after such transfer shall act and assist in the execution of the trusts and powers in the manner provided in these presents as fully and effectually as if he had been hereby constituted a Trustee.
- (b) The Trustees shall be entitled to purchase or hire or take on lease property or properties for the purpose of carrying out the objects of the Trust.
- (c) The Trustees shall have power and discretion to accept any donations or contributions (whether such donations or contributions be in cash or in the form of immoveable or moveable property) provided that the terms upon which any donation or contribution is accepted shall not in any way be inconsistent with or repugnant to the objects of these presents

(and no other name whether by way of substitution, addition or alteration shall be associated with the name of this Trust).

- (d) The Trustees shall be entitled to settle out of court, compromise or compound all suits, actions and other proceedings and all differences and demands and to refer any or all of such differences and demands to arbitration to adjust, settle and approve all accounts relating to the trust properties and to execute, release and to do all other things relating thereto as fully as if they were absolutely entitled to the Trust Properties and without being answerable for the loss occasioned thereby.
 - (e) The Trustees shall be entitled to reimburse and pay and discharge out of the Trust Properties all expenses incurred in or about the execution of the trusts and powers under this Trust.
 - (f) The receipt of any one of the Trustees for the income or purchase money of the Trust Properties or any part thereof or for any other moneys paid or for any stocks, funds and securities transferred to them by virtue of these presents or in the execution of any trusts or powers hereof shall effectually discharge the person or persons paying the same and such person or persons shall not be bound to see to the application or be answerable for the loss or misapplication thereof.”
- (xvi) Provision limiting liability and answerability of trustees-Clause 16
- (a) The Trustees shall be chargeable for such moneys, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing any receipt for the sake of conformity and shall be answerable and or accountable only for their own acts, receipts, neglects, defaults and nor for those of others or of any Banker, auctioneer or any other person with whom or into whose hands any trust moneys or securities may be deposited or come in accordance with these presents nor for the insufficiency and deficiency of any stocks, funds, deposits or

securities nor for any other losses unless the same shall happen through their own willful defaults.

(xvii) Provision of procedural aspects of meetings of Board of Trustees and the decision making-Clause 17

- (a) The Trustees shall hold their meetings at such intervals as may be necessary. The quorum for a meeting shall be one-half of the total strength for the time being (to be rounded off to the next higher number) not being less than two.
- (b) The Trustees shall appoint one of them to be the Chairman who shall preside at every meeting of the Trustees. If the Chairman is not present at any meeting the Trustees shall elect one of them present at the meeting to be the Chairman. In case, any vacancy arises in the office of Chairman, the same shall be filled by the Trustees.
- (c) A matter may be decided by the Trustees either at a meeting or by a resolution by circulation.
- (d) All decisions of the Trustees shall be taken by a simple majority of the Trustees present and voting. In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have a discretionary power, the votes of the majority of the Trustees for the time being voting in the matter shall prevail and be binding on the minority as well as on those Trustees who may not have voted, and if the Trustees shall equally divided in opinion, the matter shall be decided according to the casting of vote by the Chairman.

(xviii) Clause enabling spending and utilization of trust funds and dissolution thereof-Clause 18

“The Trustees shall be entitled to spend any amount or utilize the whole corpus of the Trust Fund/Estate in furtherance of all or any one or more of the objects of the Trust and for that purpose shall have full authority to purchase, sell mortgage, exchange or otherwise dispose of any immovable or movable

property outstanding, etc., or transfer the same for the said purpose. The Trust shall be dissolved by the Trustees by passing a resolution to that effect when the whole of the corpus or the Trust Fund/Estate has been utilized to the last paisa and the Trustees are unable to collect further donations and contributions for carrying out the objects of the Trust or the Trust is amalgamated with any other Trust.”

(xix) Concluding part-Clause 19

“IN WITNESS WHEREOF the Settler and the Trustees have hereunto set their respective hands the day and the year first above written:

SIGNED AND DELIVERED by the within named Settler

Shri Ravinder Kumar Gupta in the presence of Sh.Surinder Kumar Goyal

SIGNED AND DELIVERED by the within named Trustees:

- a) Sushil Tayal
- b) Sunil Gupta
- c) Ram Phal Bhardwaj
- d) Pravin Goel
- e) Vijay Chopra
- f) Pradeep Upadhyay
- g) Pramod Goel

in the presence of Rakesh Kumar Gupta