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उत्तर प्रदेश UTTAR PRADESH

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TRUST DEED of  
VIHAN FOUNDATION

This deed of the declaration of trust is made on day on the 18<sup>th</sup> April 2018 by **Sri Pramod Kumar Upadhyay**, S/o Late Narendra Nath Upadhyay, R/o House No.26, HIG, Chandrashekhar Nagar, District – Ballia (U.Pherein after called & referred to as the “**Founder Trustee**” which term shall, to the extent the context so requires and admits, mean & include the Founder Trustee, their legal heir/heirs, executors & administrators.

Whereas the Founder Trustee have a keen and cornets desire to serve mankind in general & the people of India in particular by creating a Trust to provide the education amongst the rural and poor public to assure their contribution in Nation Building, as detailed in the object clause.

Whereas the Founder Trustees have constituted as sum of Rs. 5,000/- (Rs. Five thousand only) as initial corpus of the trust fund together with all the contribution. Additions, Accumulations and investment in which the same may from time to time are invested. All other movable and immovable properties and assets may, from time to time be vested in the trustees or be received by them way of donations or otherwise required by them way of

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उत्तर प्रदेश UTTAR PRADESH

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donations or may come into their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to the trust here by created.

And whereas with a view of to and for the purpose of constitute the trust permanently as an irrevocable trust for the purpose of carving of the objectives of the trust mentioned hereafter under the object clause of this DEED OF TRUST, it is considered desirable for the purpose of creation of this public charitable trust, the declaration of the trust should be made in the manner set out hereunder;

1. Name Clause:

That the name of the trust would be "VIHAN FOUNDATION"

2. Registered Office Clause:

That the registered office of the trust would be situated in JANTA MARKET, STATION ROAD, DISTRICT-BALLIA (U.P.)-277001

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3. **Operation Clause:**

That area of operation shall be the Whole of India.

4. **Object Clause:**

Aims and Objective:- Following shall be the aims and objects of the trust;

- a) To promote welfare of the society, especially in rural areas by imparting education and training in the field of arts, science, literature, commerce, music, sports, health, physical education etc though starting, establishing, running, taking over, managing and maintaining schools and institutions with an objective to provide sound pre-primary, primary, middle, secondary, senior secondary, (affiliated with CBSE Board & ICSE Board and any other Board), it is, Polytechnic schools, Nursing, Medical and Technical courses and college/university level education to students.
- b) To arrange, establish and manage training institutions for teacher's trainings, other professional and technical trainings such as typist, shorthand, computer, engineering, fine arts, crafts, music, printing, nursing, modeling, dancing, yoga, physical education etc.
- c) To promote health of the people in the rural areas, especially for weaker and economically poor sections through arranging medical/health camps, arranging health awareness programs, yoga camps, setting up medical institutions, dispensaries etc.
- d) To promote literacy, cultural and social activities by Awareness Program, Audit Education Classes, Lectures, Essay Competitions, Exhibitions, Symposia, Cultural Programs, Press Conference and Seminars etc.
- e) To conduct training and skills development programs such as software development, computer programming, communication, IT, research training and development programs and award certificates.

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- f) To establish, found and maintain libraries, and reading rooms for the use and convenience of general public.
- g) To aid, establish, take over or collaborate with any institution or association, having identical aims and objectives as that of trust for physical, mental, spiritual, educational development.
- h) To establish any institution or trust for the welfare of victims of natural calamities and to provide food and shelter to needy persons from time to time.
- i) To establish any institution or trust for religious worship and knowledge or for the welfare, maintenance and development of orphans of any community or society.
- j) To accept donations or raise subscriptions from members of the Board of Trustees or from any other person or organizations and to invest the funds of the trust with the individuals, institutions, firm or companies for providing income to the Trust on such terms and conditions as may be deemed proper and necessary for the fulfillment of the aims and objects of the Trust and to further its interest as enumerated above.
- k) To engage, employ or hire appropriate staff, workers, legal experts and other professionals, attorneys, manage and agents to look after the work and for furtherance of aims and objects of the Trust and to pay their wages, salaries, stipends or fees etc.
- l) To set up various committees for looking after the work and for furtherance of aims and objects of the Trust.
- m) To purchase/acquire land on lease/or built-up building in the name of School, Institution etc on behalf of Trust and make construction thereupon for the fulfillment of the aims and objects of the trust.
- n) To do other things/acts/activities which are necessary and which may be incidental or conducive to/for the fulfillment of the above aims and objects of the trust, for advancement of any other object/or objects that are legally charitable and of general public utility and shall not be limited or restricted to any particulars religion community caste or creed.

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- o) To raise loans from banks or any other financial institutions, for the purpose of constructing, maintaining, expanding and renovating the school buildings and any other buildings which govern by the trust.

**5. Board of Trustees:**

The management and control of the trust properties shall vest in the Board of Trustees. The Board of Trustees shall complete not less than (8) and not more than (21) Trustees including the Chairman and Secretary and Treasurer. The following shall be the member of the Board of Trustees.

Sl.No.	Name (Mr/Mrs)	Address	Occupation	Designation
1	Mr. Pramod Kumar Upadhyay	26, HIG, Chandrashekhar Nagar, Distt.- Ballia (U.P.) 277001	Business	Chairman
2	Mrs. Krishna Upadhyay	26, HIG, Chandrashekhar Nagar, Distt.- Ballia (U.P.) 277001	House wife	Deputy Chairman
3	Mr. Ajay Kumar Upadhyay	26, HIG, Chandrashekhar Nagar, Distt.- Ballia (U.P.) 277001	Business	Secretary
4	Mr. Kishore Kumar Upadhyay	26, HIG, Chandrashekhar Nagar, Distt.- Ballia (U.P.) 277001	Business	Treasurer

The Board of Trustees shall consist of all the above members. The terms of the Chairman, Deputy Chairman, Secretary and Joint Secretary shall be for the whole life due to founder member of the Trust.

**6. Membership Clause:**

The Membership of the trust shall consist of the following categories:-

- (i.)- Founder Member Trustees  
(ii.)- Founder Trustee means all the aforesaid Trustees only continue to be managing trustees of this Trust for their life time and after their death/retirement the nearest and legal heirs will be authorized to do work as Founder Member Settler Trustees. They shall also be empowered to nominate any person or persons as their successor or successors to work as managing Trusty after their lifetime.  
(iii.)- The said managing Trustees shall have power and duty to supervise the activities of the trust and shall be the supreme authority of the trust.

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- (iv.)- Founder Members settler trust means all the promoters of whose names are subscribed in the deed and include those who may replace them as provide under these rules. Unless re-nominated by the Board of Trustees honorary member will remain a member of the trust for a period of three years commencing from the date on which is acceptance in writing to become the honorary member is received in the office of the trust.
- (v.)- An honorary member can be re-nominated for further terms.

**7. Termination of Membership:**

Subject to these rules functions and Powers of the Board of Trustees will be-

- (i.)- To promote the aims and objects of the trust to do all such acts as or necessary and consecutive to promote the interests of the trust.
- (ii.)- To acquire any immovable property through purchases, gifts, exchanges, hire or other i.e. for the trust to receive donations of gifts etc. in cash or kind for and on behalf of the trust.
- (iii.)- To administer and control the affairs and funds of the trust.
- (iv.)- To sell, give on rent, or otherwise dispose off any property of the trust for the benefits of any in the interest of the trust.
- (v.)- To discuss and review at the annual general meeting a report of the Work done by the trust in the previous year together with the statement Or accounts of the proceeding years with the auditor's report of the accounts for the income expenditure.
- (vi.)- To prescribed salaries, honorarium, implements, wages, gratuities, overtime and travelling allowances etc., for the employees and office bearers of the trust to lay sown service conditions and rules for them And to appoint such persons as employee of the trust as may be necessary.
- (vii.)- To authorize any one or more of the office bearers, if majority members of the Board of the Trustees moves a no confidence motion and accepted by the Board of Trustees. Members of the Board of the trustees shall be entitled to any remuneration done for the trust. They may however be entitled to travelling as approved by the board of trustees.

**10. Proceedings:**

- (i.) The Board of the Trustees shall meet at least twice in year. The intervening period between the two meetings will not exceed 8 months.
- (ii.) The notice accompanied by the agenda for the meeting of the board of trustees shall be issued by the Secretary with the approval of the Chairman so as to dispatch to all the members at least two weeks before the date fixed for the meeting.
- (iii.) The Chairman may on own or on the written requisition of at least Three members of the Board of the Trustees shall permit a special meeting to be conveyed.

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- (iv.) The Chairman shall preside overall meetings of the Board of the Trustees. In case of his absence for any reason any member of the Board of the Trustees for his shall preside over the consent of the members of the Board of the Trustees.
- (v.) The Quorum of the meeting will be  $2/3^{\text{rd}}$ . There will be no quorum for adjourned meeting.
- (vi.) All decision in meeting will be taken unanimously or in case of differences of opinion through majority vote, the Chairman having a casting vote in case of tie.
- (vii.) In case expulsion of a member in under consideration the decision will Be taken by the  $2/3^{\text{rd}}$  majority of the member present in the meeting.

#### **11. Power and duties of the Office-Bearers:**

##### **11.1 Power of the Chairman:**

- (i.) The Chairman shall preside over the meeting of the trust and other constitutions units.
- (ii.) The Chairman duty shall be to ensure than these rules are enforce and resolution of all the meetings are carried out.
- (iii.) The Chairman shall call the meetings of the trusts and other units through the Secretary as per rules.
- (iv.) He shall exercise general supervision over affairs for the trust and other organization and may for this purpose issue instruction to those concerned.

##### **11.2 Power and Duties of the Secretary:**

- (i.) The Secretary shall be executive officer of the trust and shall conduct all official correspondence under his signature and he shall have supervisory powers over all the instructions of the trust and shall have powers of visiting the instructions as and when necessary for discharging his duties.
- (ii.) He shall convene all meetings of the trust on due dates and give intimation thereof to members in time.
- (iii.) He shall prepare the agenda of a meeting under the direction of the Chairman.
- (iv.) All contracts shall be entered into his name on behalf of the trust.
- (v.) It shall be his duty to see that proper account is kept and documents prepared as per rules of the incomes and expenditure.
- (vi.) He should get the accounts audit according to rules.
- (vii.) He should deposit all the collection made in the bank working days as for as possible.

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- (viii.) The Secretary will in the every meeting submit the report of the working of the trust and its units along with a detailed Statement of receipts and payment and cash and bank balance for the consideration by the trust.
- (ix.) The Secretary shall operate bank accounts with joint signature of Chairman.
- (x.) The Secretary will be jointly responsible with the Chairman for the submission/execution of Documents, in concerned Government Department to fulfill the requirements of paper formalities of School and Trust related works to achieve the objective of Trust.

**11.3 Power of Treasurer:**

The treasurer shall be responsible for the issue of the receipts vouchers for funds received or paid out by the trust. He should Be jointly responsible for the receipts and expenditure of the trust.

**12.1 Account and Audits:**

The Bank account shall be operated by the Secretary jointly with the Chairman. The trustee shall get maintained regular accounts of the trust fund and shall get the same duly audited by a firm of Chartered Accountants at least once in a year.

**12.2 Accounting Year:**

The accounts of the trust would be closed and balanced on 31<sup>st</sup> March of each year.

**13. Litigation:**

- a) The trust shall sue and sued in the name of the trust.
- b) All pleadings including plaints, written statements rejoinder, petitioner, affidavits, interrogation, compromise deeds, appeals, revision of review petition etc. and in all proceeding in a court of law by or against the chair of this deputy shall by the secretary for and on behalf of the trust in consolation with the Chairman and all expenses incidental there to shall be met out of the funds of the trust.
- c) Before entering in to a compromise in a suite for other claims by or against the trust the Chairman shall consult and obtain the sanction of the Board of Trustees.
- d) In all other proceeding in government and semi government departments, municipal in situation, statutory corporate etc. Either under the Central Government or under any state government including executing the deeds of purpose, sale or otherwise acquisition or alienations of immovable properties etc. and signing the income tax returns. The Secretary shall act for and on behalf of the trust in all matters and all stage in consultations with the Chairman.

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14. **Registration:**

- a) Any resignation shall be tendered to the Board of the Trustees and shall take effect from the date of its acceptance by the Board of Trustees.
- b) The resignation of all other office bearers and members of the Board of Trustees shall be tendered to the Chairman who shall have the powers to accept the same subject to the approval in the Board of Trustees of take effect from the date of acceptance.

15. **Indemnity:**

Every office bearers and members of the Board of Trustees for The time being shall be indemnified against all expenses and Losses incurred lawfully in the discharge of his duties unless the loss so caused for the expenditure incurred is due to gross negligence, dishonesty or fraud etc. in which case the loss so cause or the excess expenditure so incurred shall be recovered from the person concerned.

16. **Miscellaneous:**

- a) All fund, except such money as may be required meet the day today expenses to a maximum of five thousand rupees, shall as soon as possible be deposited in the trust accounts in a bank as may be approved by the Board of Trustees. The cash in hand shall be in the custody of the Secretary.
- b) All receipts and property of the trust shall be derived and acquired by such means, which are not inconsistent with the objectives and ideals of the trust.
- c) The receipts so derived and properties so required shall be applied towards the promotion and advancement of the objectives of the trust as set out in memorandum of association and the profit motive shall never override in fulfillment of the objects of which the society formed.
- d) Every members of the Board of Trustees and shall have the Power at any time during the office hours and without prior intimation, to inspect all records or books of accounts etc., of the trust and the office bearer concerned shall be liable to furnish all such information regarding the affairs of the trust may be required by any members of Board of Trustees.

17. **Dissolution:**

- (i.) If at any time it is felt that trust has not been able to work for achievements of its objectives or has or any reason, constantly failed to achieve its objectives or circumstances have arisen which render it impossible or in advisable to continue to keep the trust in existence the trust may be dissolved in accordance with law.

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- (ii.) Provided that the decision to dissolved the trust it taken by the Board of Trustees either at its annual meetings are a special meeting convened for this purpose, through a resolution

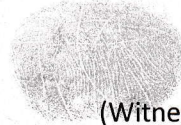
Supported by not less than  $3/4^{\text{th}}$  of the members present and Numbers attending the meeting should not less than  $2/3^{\text{rd}}$  of the total members.

- (iii.) In case the resolution for dissolution of trust has been duly Adopted all the assets, in cash or kind including all the movable And immovable Board of Trustees may decided.

Provided that all liabilities and debts on the trust shall first be discharged and as for possible and remaining assets, if any shall be handed over to such other organization or institutions as are working for the same or similar objectives as the trusts or to other authorities as the Board of Trustees may decided.

Provided further that except for the arrears of salaries are emoluments or other accounts lawfully due to any office bearers or members of the trust, no part of the assets of the trust in cash or kind shall in no way be made ever to any office bearer or other members of the trust.

पंकज कुमार उपाध्याय



(Witness)

Nitish kumar Upadhyay

S/O Sri Subodh kumar Upadhyay

26 HIG Chandra Shekhar Nagar

Ballia U.P

Nitish Upadhyay



(Witness)

Pankaj kumar Upadhyay

S/O LATE Sri Santosh kumar Upadhyay

26 HIG Chandra Shekhar Nagar

Ballia U.P

पंकज कुमार उपाध्याय





भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर वलिया क्रम 2018055007222

आवेदन संख्या : 201800978004285

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-04-20 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम किशोर कुमार उपाध्याय

लेख का प्रकार पट्टा अनुबंध विलेख

प्रतिफल की घनराशि 36000 / 0

1. रजिस्ट्रीकरण शुल्क 720

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मुद्दामार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 780

शुल्क वसूल करने का दिनांक 2018-04-20 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-04-20 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर वलिया क्रम 2018055007177

आवेदन संख्या : 201800978004245

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-04-19 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम प्रमोद कुमार उपाध्याय

लेख का प्रकार न्याय पत्र

प्रतिफल की घनराशि 5000 / 0

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मुद्दामार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2018-04-19 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-04-19 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर