

Government of Uttar Pradesh

e-Stamp

Certificate No.

IN-UP66701159410646X

Certificate Issued Date

28 Mar-2025 12:19 PM

Account Reference

NEWIMPACC (SV)/ up14317704/ KASIA/ UP-KSN

Unique Doc. Reference

SUBIN-UPUP1431770430552714641691X

Purchased by

RAJIV KUMAR SO C P GUPTA

Description of Document

Article 64 (A) Trust - Declaration of

Property Description

Not Applicable

Consideration Price (Rs.)

RAJIV KUMAR SO C P GUPTA

First Party

Not Applicable

Second Party

RAJIV KUMAR SO C P GUPTA

Stamp Duty Paid By

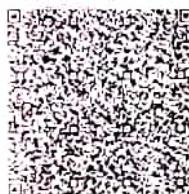
800

Stamp Duty Amount(Rs.)

(Eight Hundred only)

14
25

Signature

Acc Name- Abdul Gaffar
Acc Code: UP14317704
Acc Address Tahsil Kasia, Pin No. 03
Tahsil Kasia, Dist. - Kushigarh
Mob. - 9670501938

Please write or type below this line



PF 0001190105

Stamping Alert!

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The user is solely responsible for the legitimacy is on the users of the certificate.

In case of any dependency please inform the Competent Authority.



TRUSTDEED

THIS INDEN TURE OF TRUST executed on this 28th day of March 2025, by
RAJIV KUMAR son of C. P. GUPTA, aged 49- years, residingat Sapaha Road Kasia,
Kushinagar U.P, hereinafter referred to as the **SETTLOR** which term wherever the context
so requires or admits shall mean and include his legal heirs, successors, executors,
administrators and assigns of **ONE PART**

INFAVOROF-

1. **RAJIV KUMAR** S/o C. P. GUPTA aged 49 years,
Residingat Sapaha Road Kasia, Kushinagar U.P
2. **PUNAM GUPTA** wife of Mr.**RAJIV KUMAR** aged---years, residingat Sapaha
Road Kasia, Kushinagar U.P Kasia, Kushinagar U.P

hereinafter referred to as 'THE TRUSTEES' which expression wherever the
context so requires or admits shall mean and include their legal heirs, successors, executors,
administrators and assigns of the **SECOND PART**.

WHERE AS THE SETTLOR above name dhas been desirous of creatingand establishing
a spiritual, educational and a charitable Trust.

AND WHERE AS THE SETTL OR above name dhas settle dasum of Rs.10,000
(Rupees Ten Thousand only)asa fund,

AND WHERE AS THE SETTLOR above name dhas settled theas sets and properties
mentioned in the Schedule hereunder, in favour of the TRUSTEES upon Trust with a view to
give effect to his desire of creating and establishing a Trust for the purpose of undertaking

religious activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustee for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue itsvowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS

- 1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of "**HERITAGE EDUCATIONAL & CHARITABLE AND DEVELOPMENTAL TRUST**" for the purpose and upon the conditions set forth hereunder.
- 2) The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustee and as token thereof, they have set their hands to this instrument.
- 3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 10,000 (Rupees Ten Thousand only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge
- 4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5) The office of the Trust for the time being shall be at Sapaha Road Kasia, Kushinagar U.P, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.


Rajendra Kumar



आवेदन सं: 202500957002328

न्यास पत्र

बही सं: 4

रजिस्ट्रेशन सं: 14

वर्ष: 2025

प्रतिफल- 10000 स्टाम्प शुल्क- 800 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 80 योग: 580

श्री राजीव कुमार,
पुत्र श्री सी०पी० गुप्ता
व्यवसाय: कृषि
निवासी: स० सजीवनी हास्पीटल सपहा रोड कसया जिला कुशीनगर



ने यह लेखपत्र इस कार्यालय में दिनांक 28/03/2025 एवं 04:07:46 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चन्द्र शेखर शाही
उप निवंधक कसया
कुशीनगर
28/03/2025

निबंधक लिपिक
28/03/2025



I. OBJECTS:

The objects of the Trust are:

1. To establish, develop, maintain and grant aid in cash or in kind to hospitals, medical schools, medical colleges, nursing institutions, dispensaries, maternity homes, child welfare centers and/or such other similar charitable institutions in India for the benefit and use of the general public.
2. To open, found, build, equip, takeover, conduct, maintain, and grant aids to dispensaries, maternity homes, nursing homes, hospitals, lunatic asylums or any other institutions of the like nature.
3. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
4. Providing for or contributing to education and scientific research and development.
5. To encourage & promote sports activities and skill in poor and needy.
6. Establishment and governing of Educational Institutions i.e. Primary School, Junior School, Colleges etc.
7. To conduct Social Development activities.
8. To accept donations, grants, presents offerings, instruments, equipments for the purpose and objects of the trust.
9. To apply to the concerned authorities, Universities for approval and affiliation for establishment of educational and Vocational Institution.
10. To provide online portal to students as well as teacher for tuition, education, career counseling, provide conveyance to children to go to school.
11. To promote the well-being of humanity by establishing or assisting the formation or aiding of humanitarian institution and to start, encourage, promote or support institutions and societies to harmonize social and economic interest of the people of the world and to unite them in such a manner as may best ensure the attainment of proper shelter, food and clothing by them, as well as ensure peace and happiness of the humanity at large.
12. Construction and running of Schools, colleges, education institutions, free dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public.
13. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
14. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
15. Establishment, conduct, maintenance of old age homes, homes for physically

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आवेदन सं: 202500957002328

बही सं: 4

रजिस्ट्रेशन सं: 14

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
न्यासी: 1

श्री राजीव कुमार, पुत्र श्री सी०पी० गुप्ता

निवासी: सा० सजीवनी हास्पीटल सप्हा रोड कस्या जिला कुशीनगर

व्यवसाय: कृषि



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री रवि प्रकाश सिंह, पुत्र श्री भूखल सिंह

निवासी: सा० कटहरी वाग विहार बुजुर्ग पोस्ट बिहार बुजुर्ग तहसील तमकुहीराज जिला
कुशीनगर

व्यवसाय: कृषि २ विप्रकाश सिंह

पहचानकर्ता: 2



श्री पुर्णवासी, पुत्र श्री बिहारी प्रसाद

निवासी: सा० शाहपुर कुरमोटो प्लेस्ट कुशीनगर तहसील कस्या जिला कुशीनगर

व्यवसाय: कृषि



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निपमानुसार लिए गए हैं।
टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चन्द्र शेखावा शाही
उप निवासी: कस्या
कुशीनगर
28/03/2025

निबंधक लिपिक कुशीनगर
28/03/2025



challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.

16. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions. However, the Trust shall not undertake any religious activities.
17. Providing relief to the poor and advancing any other object of general public utility.
18. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.
19. No activities of the Trust will be carried out outside India.

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II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
4. All additions and accretions to the Trust properties and the income therefrom
5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees and not more than 20 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees



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 term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

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.

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", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior or decision of the Board.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of Trustees shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.




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2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.

4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.

6. 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.
7. To borrow money with or without security and to repay the same.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.



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13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
16. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **Secretary**. The term of office for Secretary shall be for a period of one year from the date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Secretary shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

a) 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.

b) VICEPRESIDENT:

The Secretary shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

c) SECRETARY

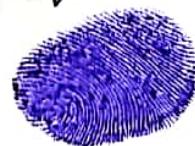
The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

VI. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize of such meetings.
- 2) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- 3) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 4) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.



VII. BANKACCOUNT:

The Managing Trustee and the Secretary shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

VIII. INVESTMENTOFTRUSTFUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

IX. ACCOUNTSAND AUDIT:

- 1) The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of accounts shall be placed before the Board for its approval within six months of the close of the financial year.

X. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees 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.
- 2) 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 and these shall be read together with the main Trust deed.

XI. INDEMNITY:




The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XII. SETTLOR AND THEIR RELATIVES:

4) Notwithstanding the powers vested with the Trustees under the preceding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- (b) Any "related concern" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIV. APPLICATION OF INCOME TAX ACT:

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 the effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XV. THIS TRUST IS DECLARED IRREVOCABLE:

XVI. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other




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XVI. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other

Trusts or Associations having similar objectives after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

**1. Cash contribution to the Corpus Fund of the Trust of Rupees 10,000
(Rupees ----- only)**

2. Properties of ----- N.A. -----

3. Assets of ----- N.A. -----

4. There is no movable or immovable property vested in this trust

By the witness in named:

- 1. PUNAM GUPTA**
- 2. RAJESH GUPTA**
- 3. KRISHNA GUPTA**

IN WITNESS WHERE OF THE SETTLER AND THE FIRST

TRUSTEES here to have set their hands on the day, month, and year first above written.




SIGNATURE OF FIRST TRUSTEE

Signature: _____

Name: _____

Address:




Witnesses:

1) Signature:

Name and address

राष्ट्रपत्ति श्रीमान् श्री रामचन्द्र श्रीमान् श्री रामचन्द्र श्रीमान् श्री रामचन्द्र

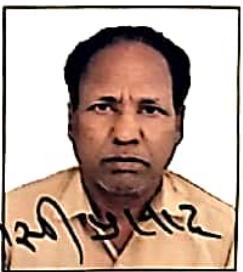
307617-7. XXXXXXXXXXXX-9665
37670+ 9003627109



2) Signature:

Name and address

पुण्यपासी ६/० वेहरी पुस्तक ला. शाहपुरु कुमार
पा. कुर्लापारा ता. भासा जि. कुर्लापारा
गो. नं. २२२२-२२२२-२६२७



ବୀରାମ (ରଫ୍ରେଜାର୍ ଓ କୋର୍ କ୍ଲାବ୍ ଅତିକାରୀ ବୀରାମ)
2021-03-2025

लंगुलक
राधाकृष्णन लालन द्वारा लिखक
वर्षाद्वारा कल्पना वर्तमान वर्ष
कसाया काश्मीरपर लाइसेन्स नं ३
दिमाक २०-९-२०२०