



एक सय रुपियाँ

NON-JUDICIAL

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SI. No. B 181730

**TRUST DEED**

THIS DEED OF TRUST executed on this 29th day of July, year TWO THOUSAND AND TWENTY ON

BETWEEN

MRS. ANITA KHAREL, Wife of **SHRI SUDHESH KHAREL**, Aged about 44 years, Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim (Party of the first part) hereinafter referred to as "**FOUNDER/ SETTLOR OF THE TRUST**" which term shall mean and include their Succerors, Administrators, legal representatives and origins.

AND

1. **SHRI PADAM PRASAD KHAREL**, Son of Late **ABHI CHANDRA KHAREL**, Aged about 75 years, Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim &
2. **SHRI SANJIT KHAREL**, Son of Late **TILA PRASAD KHAREL**, Aged about 47 years, Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim &
3. **SHRI SUDESH KHAREL**, Son of Shri **PADAM PRASAD KHAREL**, Aged about 33 years, Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim &
4. **Miss SANGITA KHAREL**, Daughter of Shri **PADAM PRASAD KHAREL**, Aged about 30 years, , Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim &
5. **Miss RANJITA KHAREL**, Daughter of Shri **PADAM PRASAD KHAREL**, Aged about 18 years, , Resident of Mamring, P.O- Namthang & P.S- Namchi, South Sikkim (Hereinafter called "**THE TRUSTEES**" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of

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SETTLOR

these presents and their heirs, executors and administrators or the last surviving trustee, their or his assignees) of the other part;

WHEREAS the party hereto of the first part is possessed of the sum of ₹1001/- (**Rupees One Thousand and One Only**) as his absolute property and she is desirous of creating a Religious/ Charitable/Educational Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly has agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.

AND WHEREAS in pursuance of the desire of the Settlor, the Settlor herein appoints and constitute the following as Board of Trustees.

1. Shri Padam Prasad Kharel
2. Shri Sanjit Kharel
3. Shri Sudesh Kharel
4. Miss Sangita Kharel
5. Miss Ranjita Kharel



AND WHEREAS the Trustees have accepted the obligation under this Trust and have agreed to function as Trustees under the terms of this Deed and to discharge the trusts obligations set out herein

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS :

1. **SETTLEMENT** The party of the first part, the settlor, does hereby settle the sum of ₹1001/- (**Rupees One Thousand and One Only**) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the Tustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

MEMORANDUM OF THE TRUST

1. **NAME** The name of the Trust shall be "**BHAWANA TRUST**".
2. **PLACE** The principal office of the Trust shall be situated at MAMRING, South District of State of Sikkim or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.
3. **AIMS AND OBJECTIVES OF THE TRUST ARE AS UNDER:**
The objects of the Trust shall be any or all of the following;
 - a. Educational –
 - (i) to run, maintain or assist any educational or other institution for coaching, guidance, conselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.
 - (ii) To provide education by establishing Schools, opening of Industrial Training Centers, Vocational Colleges, Professional Colleges and thus create employment opportunities to the disabled, orphans and

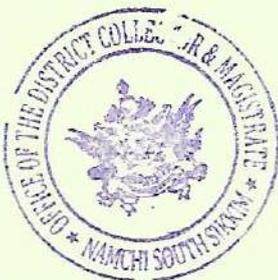
economically backward class people. Prominence will be given to Rural Party of the Society and Homes for old age people.

- (iii) To provide a platform for all performing ARTS.
- (iv) To arrange training camps and workshops by famous ARTISTS and EXPERTS involved in the respective forms of performing Arts to create interest and motivate the younger generation.
- (v) To provide financial assistance to the needy and meritorious.
- (vi) To maintain National unity and International peace and amity.
- (vii) To maintain Communal and social harmony and brotherhood.
- (viii) To work for the Removal of untouchability and other social difficulties.
- (ix) Prohibition of alcoholic and other narcotic drugs.
- (x) To provide Education in health, hygiene and sanitation, especially in rural areas.
- (xi) To work for Progress of women and children and welfare of students.
- (xii) To ensure Social and Economic equality.
- (xiii) To give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.
- (xiv) To acquire property for the sole use for public good by making it available for public purposes as for example, housing a library clinic, crèche and/or as a community ball to be available for public use as training classes, seminars, discourses and other public functions for benefit of the community in general.
- (xv) To undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

PROVIDED the Trust may assist/donate the other TRUST to carry out the various objects mentioned in the objects clause in such manner and to the extent the Trustees may decide.

Subjects to the provision of para 3 here below, the aims and objects of the Trust will be additionally:

- a) To conduct, promote or patronize through instruction and education of public opinion or to assist in promotion or conduction activities for the better understanding and advancement of BHARATHIYA SAMSKRUTHI AND PHILOSPHY.
- b) To spread or assist to spread education including physical and moral training.
- c) To provide or assist in promoting the understanding of history, art, literature, music, dance and other cultural forms of India and conduct or assist in conducting research in these fields, public results thereof.
- d) To establish or run or assist in establishing or running libraries, resource centers, training centers, schools, museums, research institute cultural schools (i.e. music dance drama art etc.) as well as medical centers as well as other relief centers for general public utility.



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- e) To permit the use of movable or immovable properties and assets of the Trust without profit motive by institutions whose objects are similar to the objects of the Trust.
- f) To conduct or assist in conducting activities of art music dance, drama, folklore, literature scientific and charitable nature to all or any of the objects of the Trust and for the achievement of the objects mentioned herein.
- g) To acquire by lease, purchase, gift, mortgage, license as beneficiary under any other Trust or otherwise lands, properties, machinery etc., from Government or semi Governmental authorities, trusts and corporations, institutions and societies as well as individuals to sell, alienate, gift lease mortgage manage or in any other legal manner transfer properties belong to the Trust and also to give the same on lease or license for the furtherance of the objects of the Trust.
- h) To raise secured or unsecured loan from any schedule Bank or any other financial institutions or firm or individuals or as any other institutions including any registered society or trust with or without interest whenever necessary for furthering of objects of the Trust.
- i) To receive voluntary donations in cash and kind from any individual or associations for the purpose of carrying out the objects of the Trust.
- j) To support and render financial assistance to charitable and educational causes and institutions, organizations (companies) trust, societies or individuals in the form of donations, loans or otherwise on such terms and conditions as the Trustees deem for and proper which in the opinion of the Trustees would help to carry out all or any of the objects of the Trust.
- k) To give scholarships award, stipend, honorarium to such individuals who have devoted themselves and render their valuable service in cultural educational social and various other public causes.
- l) To put up suitable buildings or other constructions to maintain alter and equip them suitably with machinery and other things and to the discretion of the Trustees to permit their use on lease or license to institutions or organizations devoted to the objects which are similar to those of the Trust.
- m) To offer monetary assistance by way of donations or otherwise render help to mitigate the hardships caused to the general public on account of floods, famine or other natural calamities.
- n) To do all such things as the Trustees may think proper and necessary for the attainment of the above subjects
- o) The benefit of the Trust shall be open to all people irrespective of caste, creed and religion
- p) The funds and the income of the Trust shall be solely utilized for the achievements of its objectives and no portion of it shall be utilized for the payment to the Trustees/Members by way of Deposit, profit, interest, dividends etc. _



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4. TRUSTEES

- i. This Trust shall be constituted and administered in accordance with the term of this DEED OF TRUST and rules and regulations framed hereunder.

- (1) SHRI PADAM PRASAD KHARELManaging Trustee
(2) SHRI SANJIT KHARELTrustee
(3) SHRI SUDESH KHARELTrustee
(4) Miss SANGITA KHARELTrustee
(5) Miss RANJITA KHARELTrustee

5. TRUST OFFICE/JURISDICTION/ADDRESS AND WORKING HOURS

- (a) This trust shall have its registered office at the premises of Mrs. Anita Kharel, Mamring, South Sikkim in the first instance OR at any other convenient place so decided from time to time by the Trustees.
- (b) Jurisdiction of the Trust is at present restricted to State of Sikkim.
- (c) The EMBLEM of the Trust shall be decided by the Trustees in due course during the Executive Committee Meeting.
- (d) Postal address of the Trust for Correspondence and other purposes etc., is "BHAWANA TRUST", Mamring, Post Office-Namthang, South Sikkim-737121
- (e) Working Hours of the Office will be from 10.30 AM to 6.00 PM with suitable intervals.
- (f) Administrative Year of the Trust will commence from 1st of April to 31st March of the next year.

6. PROPERTY OF THE TRUST

- (a). The Property of the Trust shall include:
- Such contributions, donations, endowments, settlements made by the public, government, institutions etc., for the purpose of advancement of AIMS and OBJECTS of the Trust.
 - Such acquisition and accretions to the Estate of the Trust.
 - A sum of ₹1001/- (**Rupees One Thousand and One Only**) donated by the Settlor. Total amount collected is ₹1001/- (**Rupees One Thousand and One Only**)
- (b). The Properties, the assets, effects funds and other things of the Trust shall vest upon trust in the Trustees perpetually and irrevocably for the due fulfilment and effectuation of the objects and purpose of the "BHAWANA TRUST".

Trustees are hereby authorized to start or acquire any business with the sole object of applying the profit of such business for the following purpose only.

- Relief of the disabled widows, orphans, old age people and economically backward class people of the society.
- Education to the disabled orphans, widows and economically Backward class people of the society.
 - Medical relief to the disabled, widows, orphans, old age and Economically backward class people of the society.

- To run cultural centers to conduct or to assist in conducting all cultural forms by means of performances, exhibitions training workshops seminars symposiums museums libraries and resource centers



- v. Income from such business shall not applied for any purposes other than expressly .

7. FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any incumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.

8. INVESTMENTS

- i. All monies, which shall not immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of Trust or Trustees.
- ii. That the trustees shall invest the trust fund, carry on any business with the trust fund and/or enter into partnership on behalf of the trust, as they may deem fit.
- iii. That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstandings and meet all recurring and other expenses incurred in the upkeep or management thereof.
- iv. That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries under the trust.

9. POWER OF TRUSTEES That the trustees shall have the following powers :

- (a) to manage all the assets and/or properties of the trust including the conduct of business;
- (b) to appoint employees and to settle the terms of their service, remuneration and termination;
- (c) to look into the management of the trust;
- (d) to invest the funds of the trust, in bank or in the purchase of company shares or securities or other movable and immovable properties;
- (e) to sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;
- (f) to pledge or mortgage the trust properties for raising loans;
- (g) to open the bank accounts in the name and on behalf of the trust and to operate the same;
- (h) To enter into a partnership on behalf of the trust with any other party or parties; To pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and management of the trust properties;
- (i) To file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- (k) To accept any gift, donation or contribution in cash or in kind from anyone for the objects of the trust;
- (l) To seek legal opinion of lawyers and/or Chartered Accountants as and when required;
- (m) To nominate their representatives for any of the aforesaid purposes.

10. DUTIES OF BOARD OF TRUSTEES:

- (a) At least once in a month meeting should be conducted by fixing a suitable date and time.
- (b) Quorum required is as per para 5 above and the same condition are also applicable here.
- (c) Trust is responsible for all moveable and immovable property.
- (d) In case of cancellation of membership of any Trustee for the reason whatsoever it may be the trust, which can elect or co-opt other suitable person to that place.



- (f) The trust is empowered to have the help and co-operation of the State Government Central Government, other association Organization and public in general through the managing Trustee with the help of other Trustees.
- (g) Action in connection with any matters shall be enforced and after getting approval during the meeting.

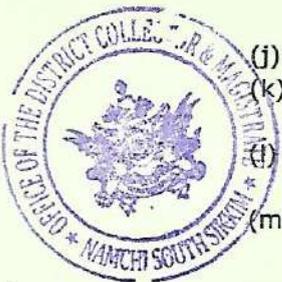
11. DUTIES OF THE MANAGING TRUSTEES

- (a) The Managing Trustee shall preside over the meeting and see smooth and successful meeting is conducted.
- (b) He shall take active participation for each and every work as a leader and see that every work is done without any obstruction.
- (c) He shall look after the entire letters correspondence of the trust.
- (d) In case of equal majority while casting the vote, irrespective of the matters, the Managing Trustee is empowered to cast his vote for deciding the issue, which is final and binding on all the Trustees.
- (e) All financial transactions pertain to the Trust must be dealt with by the Managing Trustee with the help & co-operation of any other Trustee.

12. AUTHORISATION TO MANAGING TRUSTEE:

In the interest of smooth and better functioning of the Trust, the Managing Trustee is hereby authorized to undertake the following.

- (a) The Managing Trustee shall look after the letters correspondence.
- (b) He shall send, or arrange to send notices of meetings to all the Trustees in time.
- (c) He shall release amount for each and every program duly maintaining the amount with relevant documents properly.
- (d) He shall get the statement of accounts audited every year and obtain the approval during the annual meeting.
- (e) He shall prepare annual report and budget and get the approval from the annual meeting.
- (f) The Managing Trustee is empowered to purchase or legally acquire any land/buildings etc. required for the Trust.
- (g) He is empowered to avail any type of help and co-operation from the Government or general public or any other association organization in the interest and welfare of the Trust.
- (h) He is empowered to represent the Trust in all the fields and can keep any letter/document in his possession.
- (i) He is empowered to appoint person/persons for the post(s) created so as to attend day-to day work of the Trust and also to take action legally against any employee of the trust.
- (j) Totally he is responsible for each and every matter or correspondence.
- (k) He shall prepare all the accounts and maintain registers of the Trust and get them approved during every meeting.
- (l) He shall operate the financial transactions in any Nationalized Bank in the name of the Trust only.
- (m) Amendments to Memorandum of the Trust and Articles of the Trust can be proposed by the Trustees as and when required.



13. CANCELLATION OF TRUSTEESHIP:

The Trustee

- i) who is convicted (Imprisoned) by any Judicial Court in India.
- ii) Who has become insolvent legally.
- iii) Who is entangled / indulged in any criminal case also
- iv) Who is suffering from mental disorder and in case of death of a trustee. Such Trustee is liable for ineligibility and his Trusteeship will be cancelled.

14. BOARD OF TRUSTEES:

i. The number of the trustees shall not be less than two but not more than five.

ii. In case of any difference between the trustees, the opinion of the minority

- iii.** Every trustee will be at liberty to nominate or appoint attorneys or agents and to delegate all or any of the duties and powers vested in him to such attorney or agent, and to remove such attorney or agent and reappoint other or others in his place.
- iv.** No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his wilful neglect or default.
- v.** Any of the trustees may retire on giving one month's notice in writing to the other trustee(s).
- vi.** If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving trustee or trustees shall appoint a successor in the place of such trustee.
- vii.** If at any time the number of the trustees is less than two, the existing trustee shall appoint one or more trustees.
- viii.** Upon the appointment of a new trustee the trust properties shall vest in the new trustee jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinabove in this deed.
- ix.** If the trust is determined by efflux of time, the corpus of the trust shall be divided amongst the beneficiaries in the shares as fixed by the trustees.

15. BANKING ACCOUNT

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees.

16. ACCOUNTS AND AUDIT .

The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March. i. The accounts of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

17. IRREVOCABLE

This Trust is irrevocable. However, if the Founder/Settlor finds that the Trustees do not follow/promote the aims and objectives of the Trust, then in such an event the assets remaining on dissolution shall be transferred to another society, Trust or Institutions whose objects are similar to those of this Trust and that in no event the assets so remaining shall be distributed amongst the Trustees.

18. AMALGAMATION

The trustees may amalgamate the trust with another Trust or Institution having similar objects with prior permission of the Charity Commissioner/Court/any other law as may be applicable for the time being.

19. WINDING UP

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being. The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

ACT,1908			
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1.	<i>Anita Kharel</i>	MRS.ANITA KHAREL, Wife of SHRI SUDESH KHAREL,Resident of Mamring, P.O-Namthang, South Sikkim.-737132 (SETTLOR/FOUNDER)	
2.	<i>P.P.Kharel</i>	SHRI.PADAM PRASAD KHAREL, Son of LATE ABHI CHANDRA KHAREL,Resident of Mamring, P.O-Namthang, South Sikkim.-737132 (MANAGING TRUSTEE)	
3.	<i>S.P.</i>	SHRI.SANJIT KHAREL, Son of LATE TILA PRASAD KHAREL, Resident of Mamring, P.O- Namthang, South Sikkim.-737132 (TRUSTEE)	
4.	<i>S.P.</i>	SHRI. SUDESH PRASAD KHAREL, Son of Shri PADAM PRASAD KHAREL, Resident of Mamring, P.O- Namthang, South Sikkim.-737132 (TRUSTEE)	
5.	<i>S.Kharel</i>	Miss SANGITA KHARELKHAREL, Daughter of Shri PADAM PRASAD KHAREL ,Resident of Mamring, P.O- Namthang, South Sikkim.-737132 (TRUSTEE)	
6.	<i>R.Kharel</i>	Miss RANJITA KHAREL, Son of Shri PADAM PRASDAD KHAREL, Resident of Mamring, P.O- Namthang, South Sikkim.-737132 (TRUSTEE)	

IN WITNESS WHEREOF, The Founder/ Settlor and the TRUSTEES hereunto have signed and delivered the presents on the day and year first hereinabove written.

WITNESSES:

1.

SETTLOR/FOUNDER *A.P.*

2.
3.

1. MANAGING TRUSTEE *P.P. Kharel*

2. TRUSTEE *S.P.*

3. TRUSTEE *S.P.*

4. TRUSTEE *S.Kharel*



Application Serial No. 3108087

1. Revenue stamp worth Rs 10.00 (Ten Only) affixed in the original deed and registration fees Rs 500 (Five Hundred Only) credited under SBS vide B/R No. 7540.
2. Presented for registration before me on 7/26/2022 11:35:28 AM at the Office of the Registrar, NAMCHI, SOUTH Sikkim by

Anwarul S Khanal P Khanal.
S Khanal P P Khanal.

Signature of Presenter

[Signature]
Sub Registrar
NAMCHI SOUTH DISTRICT
NAMCHI

3. Execution is admitted by who is identified by

[Signature] (Anwar Subba
Signature of Identifier (Namchi))

[Signature]
Signature of Witness (Sambolia)

4. Registered in the Office of Registrar, SOUTH District at NAMCHI vide

Book No IV

Volume No 1 D

Serial No 1

Registered on 26 day of July 2022



[Signature]
Sub Registrar
Sub-Registrar
SOUTH DISTRICT
NAMCHI