

**Trust Deed**  
**Teena Gautam Charitable Trust, Ahmedabad**

**Preamble:**

1. Whereas, I, Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji have a daughter named Miss Teena Gautam, aged 37 (Born on 25<sup>th</sup> November, 1978), is by birth not fully mentally developed (technically a Person with Intellectual and Developmental Disability or PwIDD) and I have taken her as a Maggie (a gift of the God), thus God Almighty has made me to inherit parental assets and kind enough to give sufficient wealth to look after my daughter, but there are many who are not blessed with adequate resources to look after such children. Hence, I feel that it is my foremost moral and pious duty to do something useful for the PwIDD and marginalized segment of society, thereby, germination of idea to create a Public Trust. So that philanthropic journey continues for the legitimate beneficiaries of India for ever.

2. This Deed of Public Charitable Trust executed on this --- day of July, 2015 at Ahmedabad, between Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji, Resident of 202B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015, hereinafter called the '**Settlor**' (which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part, and

(1) Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji, Resident of 202B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015,

(2) Shri Raju Bhai Shah S/O Late Shri Shantilal Shah, Harsha Engineering Ltd, Ahmedabad (9825005746)

(3). Mrs. Meenakshi G Trivedi W/O Mr. Rakesh Trivedi, 403B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015

(4--- (5)---, hereinafter jointly referred to as 'trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.

3. Whereas, Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji of Ahmedabad, the aforesaid '**Settlor**' possessed of and absolutely entitled to a cash a sum of Rs. 50,000/= (Rupees fifty thousand) only.

4. And whereas, the said '**Settlor**' is desirous of settling the said amount in a aggregating to Rs. 50,000/= (Rupees fifty thousand) only upon the trust hereinafter mentioned for Philanthropic purposes.

5. And whereas, the said '**Settlor**' has requested the said:

(1) Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji, Resident of 202B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015,

(2) Shri Rajendra Shantilal Shah S/O Late Shri shantilal Shah, Harsha Engineering Ltd, Ahmedabad (9825005746)

(3) Mrs. Meenakshi G Trivedi W/O Mr. Rakesh Trivedi, 403B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015.

(4).....Y..... and (5).....Z..... to trustee of the Trust.

6. And whereas, the said '**Settlor**' has transferred and handed over the sum of Rs. 50,000/= (Rupees fifty thousand) only by cheque to the Managing Trustee with a request to deposit the said amount in the Bank Account (to be opened in the name Teena Gautam Charitable Trust, Ahmedabad.

7. The constitution or Instrument of the trust shall be as under:

7.1 **Name:** The name of the philanthropic Trust hereby established shall always be '**Teena Gautam Charitable Trust, Ahmedabad**' and the same name shall never be changed.

7.2 **Office:** The principal office of the Trust shall, presently, be situated at 202B, Jeevan Dham, Bima Nagar, Opposite-BSNL Exchange, Satellite Road, Ahemdabad-380015, and/or at such other place or places as the trustees may decide from time to time.

7.3 **Jurisdiction:** The Jurisdiction of the Trust is throughout India.

8. That the **aims and objects for which this trust** is established, are:

(a) To establish and develop institutions for the handicapped or mentally challenged (PwIDDs) persons and to provide them education, food, clothing or any kind of help.

(b) To establish, run, support and grant aid or other financial assistance to schools, colleges, libraries, reading rooms, laboratories, research and other institutions of the like nature in India, for use of the students and the staff and also for the development and advancement of education amongst the public in general.

(c) To establish, maintain and run studentships, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or gender.

(d) To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and for the research and other institutions, in India, having similar objects for the benefit of the public in general.

(e) To establish, maintain or grant aid for the establishment and/or maintenance of parks, Gardens, gymnasiums, sports clubs, *dharamshalas* (Inn) and rest houses, for use by public in general.

(f) To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons.

(h) To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, pestilence, etc. and to give donations and other assistance to institutions, establishments or persons engaged in such relief work.

(i) To construct repair and manage the *marghats*, cemeteries and burial grounds.

(j) To grant aid or render assistance to other public charitable trusts or institutions or Prime Minister's relief Fund or Defense Relief Fund.

8.1 That the Trust Fund may be **augmented by the income** from the initial fund and also by donations and other contributions from time to time.

8.2 That the Trust Fund shall not be applied for any purpose other than those specified in Para 08 hereinabove.

8.3 That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust.

9. That for the furtherance of the objects of the trust, the trustees shall have the following powers:

(a) To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or trust, with or without conditions.

(b) To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to any one or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.

(c) To convert and deal with the trust property and/or any investments for the time being.

(d) To invest the Trust Fund either in the purpose of mortgage of immovable property or in shares, stock or debentures or other securities and investments, or in deposits with or loans to any company, bank, firm or any other person, and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.

(e) To borrow or raise or secure payments of moneys and also to lend money either with or without security, only due conscientiousness.

(f) To let out, any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.

(g) To open account in the name of the Trust, Trustees and/or Institutions run/ conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.

(h) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.

(j) To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.

(k) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.

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

(m) To set apart and/or allocate the whole or a part of the income or the corpus of the trust Fund or part thereof for any of the objects of the Trust.

(n) To join, co-operate or amalgamate this trust with other or others having kindred or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.

(o) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organisations or Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organisation or Trustees to start maintain, or carry out such charitable objects (all transaction shall be as per the statutory norms as they change time to time).

(p) To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.

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

(r) To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the trust and to discuss and negotiate with the Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.

(s) To take over or amalgamate with any other charitable trust, society, association, or institution with similar objects.

t) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.

(u) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.

## **9. Trust Property:**

9.1 The 'Settlor' hereby invest finally the irrecoverable amount Rs. 50,000/= (Rupees fifty thousand) only from his personal funds.

9.2 The aforesaid sum of s. 50,000/= (Rupees fifty thousand) shall be the initial funds for the Trust. Henceforth, any other amount received in the form of money in cash or any other form, by way of donations, gifts, and grants or acquired by way other mode by the Trust will be the property of the Trust. The property of the Trust shall vest to the Trustees only.

**10. Board of Trustees:** The administration, management and control of the trust and its property shall vest in the hands of a Committee, to be called 'the Board of Trustees', consisting of three trustees for the time being:

(a) The first Trustee of the Trust who has accepted the Trustees shall be as follows:

- (i) Lt. Col. (Veteran) Dr. Vijay Kumar Gautam S/O Late Shri Mansa Ram Gautam, Shahji, who will be the Managing Trustee for life-time.
- (ii) Mr. Shri Rajendra Shantilal Shah S/O Late Shri Shantilal Shah.
- (iii) Mrs. Meenakshi G Trivedi W/O Mr. Rakesh Trivedi.
- (iv) Mrs. -
- (v) Mr.-

(b) The trustees shall hold office during their life-time, unless any of them desires to be discharged of his/her duties or becomes mentally or physically incapable of working or is declared insolvent or is convicted of a criminal offence.

(c) In the event of a vacancy, arises in the Board of Trustees, for whatever the reason may be, the remaining Trustees shall within 3/4 majority can co-opt another members (whether male or female).

(d) The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

(e) The number of the Trustees shall not be less than two and more than seven. If the number of the trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act so long number is below the said minimum.

## 11. Meetings:

(a) **Mandatory Aspect:** Trustees may meet together as and when they may think necessary, but they shall hold at least two meeting in a year.

- (b) **Quorum:** The quorum at the meeting of the Trustees shall be of two, when the strength of the Trustees is three or more.
- (c) **Presiding of the Meeting:** Normally, the Managing Trustee shall preside over the meeting, but in the absence of the Managing Trustee, the Trustees present may elect one of them as Chairman of the meeting. The Trustees shall act according to the decisions of the majority of the Trustees. When the Trustees are not unanimous, the Chairman shall have the casting vote in case of a tie.
- (d) **Quorum when not required:** There will be no need of a Quorum for adjourned meeting wherein agenda of last meeting will be discussed or decided.
- (e) **Co-opting of Members in Meetings:** Special invites can be requested to attend the meeting, provided they have a similar interest in social activities or for the well-being of the PwIDDs.
- (f) **Passing of Resolution:** A resolution passed by circulation by the majority of the Trustees shall be valid and effective, as a resolution passes at a meeting of the Trustees.

12. **Amendments in Rules and Regulations:** That the Trustees shall, time to time make or alter Rules and Regulations in respect of the conduct, management and administration of the Trust for proper regulations and for the exercise of any power or the discharge of any duty, thereby conferred or imposed on them.

13. **Financial Year:** Financial Year of the Trust shall commence from 01st April and close on 31<sup>st</sup> Mar of every year.

14. **Bank Accounts:** The Trustee shall open Bank Account or account in the name of the Trust in any Nationalized Bank, which will be operated by joint signatures of any two Trustees authorized by the board of Trustees.

15. **Accounts and Audit:** The Trustees shall maintain proper accounts. They will be annually audited by Chartered Accountant appointed by the Board of Trustees. Besides this; Trust to file IT returns for the AY 2017-18, henceforth and continue as statutory obligation.

16. **Unutilized Income:** That the surplus and unapplied portion of the income of the Trust of the year can be accumulated and be invested as per the provisions of the Income Tax Act, for the better utility of the funds in the future years.

17. **Application of Other Statutes:** That the Trust shall be consonance with the provisions of the Indian Trust Act, Gujarat, Public Trust Act and the Income Tax Act (*Leges posteriors priores contrarias abrogant*).

18. **Dissolution:** In the unfortunate event of the aforesaid objects being incapable of carrying into effect, the Trustees may divert the funds of the trust to any other appropriate charitable purpose as per the **Cy-près doctrine**.

<b>Witnesses:</b>	<b>Signatures:</b>
1. Signature:  Name:  Address:	<b>Settlor:</b>  ----- (Lt. Col. Dr. V. K. Gautam)
2. Signature:  Name:  Address:	<b>Trustees:</b>  1. ----- (Lt. Col. Dr. V. K. Gautam)  2. ----- (Shri Rajendra Shantilal Shah)  3. ----- (Mrs. Meenakshi G Trivedi)