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M 988666

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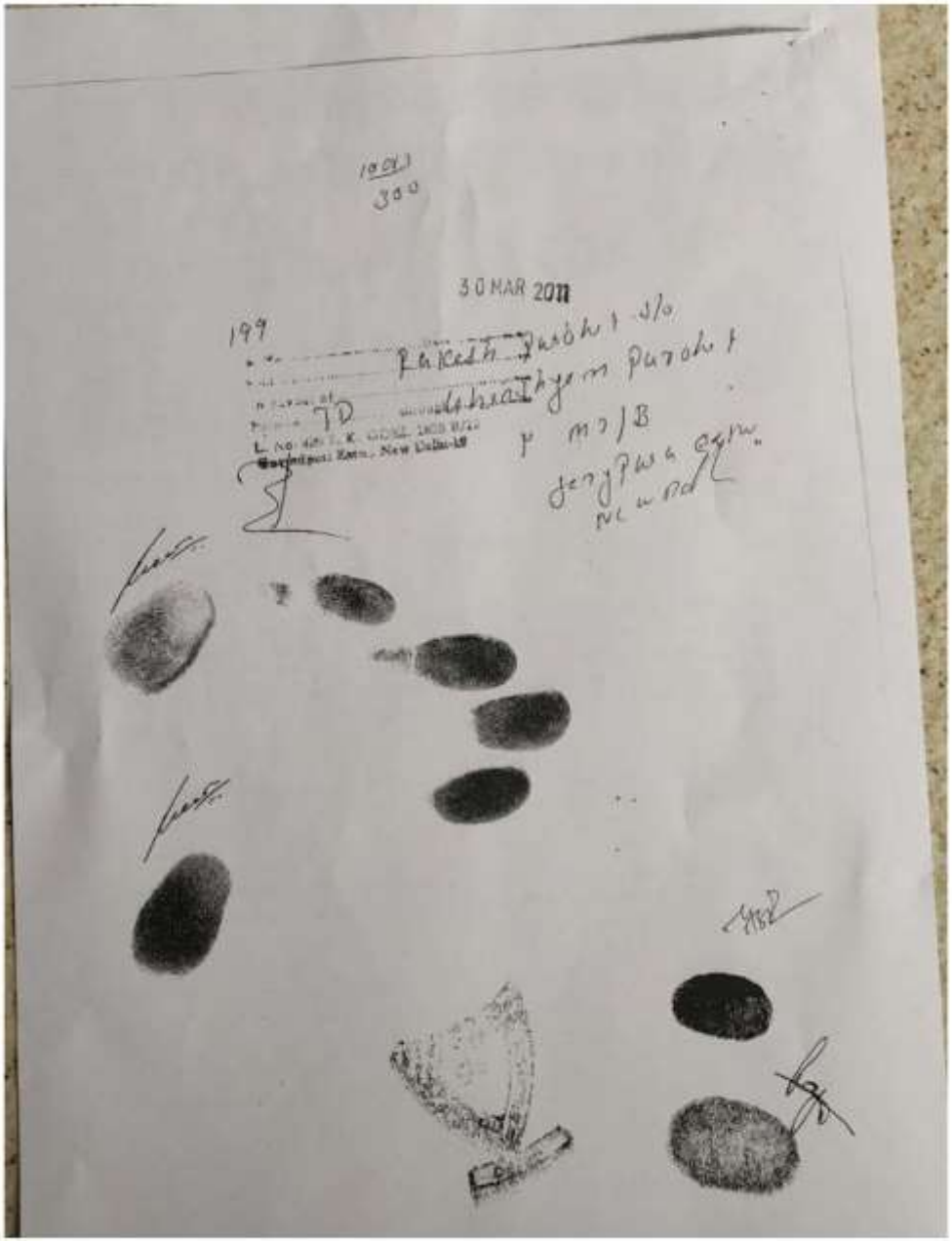
RAKESH PUROHIT
SPN 05529160

TRUST DEED

THIS INDENTURE OF TRUST is made on this day of March, 2011 by, **Mr. Rakesh Purohit S/o Shri Ghanshyam Purohit, R/o** M1/8, Jangpura Extn, New Delhi 110014, hereinafter called "the **Settlor**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include his heirs, legal representative, successors, administrators etc.)

WHEREAS the Settlor is a public spirited person and is interested to contribute by his efforts to the promotion of the sport of Pitch and Putt.

AND WHEREAS with a view to achieve the aforesaid objective, the Settlor now intends to create a Public Charitable Trust which shall work for promotion of the sport of Pitch and Putt.



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NOW THEREFORE THIS TRUST DEED WITNESSETH as under:

1. **NAME OF THE TRUST**: The name of the trust shall be **"INDIAN PITCH AND PUTT UNION".**

2. **REGISTERED OFFICE OF THE TRUST**: The registered office of the Trust shall be situated at, 33-C, Pocket-A, G.T.B. Enclave, Delhi-110093, or at any other place as the Board of Trustees may decide from time to time.

3. **AREA OF OPERATION**: The Trust shall function all over India.

4. **AIMS AND OBJECTS**:

   - The promotion of Pitch and Putt in India and all over world.
   - To regulate, organise and govern rules of national and international competitions between different clubs, individuals, states, federations and nations.

RegNo. 1713 Date 30/03/2011

Deed Related Detail

Deed Name TRUST	TRUST (MOVABLE)
Land Detail	
Tehsil/Sub Tehsil Sub Registrar V	Area of Building 0
Village/City Jangpura	Building Type
Place (Segment) Jangpura	
Property Type Residential	
Area of Property 0.00	

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199-B 0.00

Money Related Detail

Consideration Value 10,000.00 Rupees Stamp Duty Paid 300.00 Rupees

Value of Registration Fee 1,000.00 Rupees Processing Fee 100.00 Rupees

This document of TRUST TRUST (MOVABLE)

Presented by : Sh/Smt. S/o, W/o D/o R/o

MR. RAKESH PUROHIT Jangpura Puraba Add:B-26,Jangpura Extn N.D.

in the office of the Sub Registrar, Delhi on 30/03/2011 day Wednesday between the hours of

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

Signature of Presenter

Executed and presented by Shri/Ms. MR. RAKESH PUROHIT

and Shri / Ms. .

who were identified by Shri/Smt/Km. Rajeev Dhaka S/o W/o D/o H.K.Dhaka R/o E 26B G 8 Area Rajouri Garden N.D.

and Shri/Smt./Km Gautam Singh S/o W/o D/o Gulab Singh R/o G W139 Sangam vihar N.D.

(Marginal Witness) Witness No. 1 is known to me.
Contents of the document explained to the parties who understand the conditions and admit them as correct.
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

Date 30/03/2011

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- The interchange of information between all concerned individuals, organisations, associations, federations, states, as well as international bodies.
- To promote and develop a policy of "fair play"; the protection of children and a drug-free setting.
- To promote and develop a non-sexist and non-racist setting in Pitch and Putt.
- To certify/decertify different Pitch and Putt Courses and Clubs.
- To define all rules and references of Pitch and Putt.
- To devise and facilitate implementation of Pitch and Putt handicap system.
- To propagate and develop Pitch and Putt by means of competitive recreational and promotional competitions.

100 x 3
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30 MAR 2011

- To promote and develop Pitch and Putt in coordination with international golf and Pitch and Putt organizations. In order to promote and develop the expansion of Pitch and Putt the Indian Pitch and Putt Union can: hold local/national/international competitions, organize courses, conferences, seminars, meetings, study groups, hold public acts, edit books, pamphlets, periodical publications, and TV or other media, that are considered appropriate, organize recreational activities, sports, and using all the means permitted by the laws where an event is held, alone or in collaboration with other organizations.

- To promote and establish relationships with similar institutions of repute working in similar fields or engaged in similar activities for the purposes of deriving benefits and assistance for promoting the advancement of the Trust in any other way.

- To do all such other things as may be considered necessary for the furtherance of the above objects or any of them.

- To do all such acts and deeds which are necessary to attain the aims and objects of the Trust.

THE MANAGEMENT OF THE TRUST :

BOARD OF TRUSTEES:

COMPOSITION:

(i) The Settlor shall be a Life Trustee and Chairman emeritus of the Board of Trustees of the Trust.

(ii) The Board of Trustees shall comprise of 3 Members who shall be the life Trustees. The Settlor keeping in view the objectives of the Trust has nominated the following persons to act along with him as life trustees:

(iii) In addition to the above mentioned 3 (Three) Life Trustees, the Board of Trustees may co opt non-permanent members of the Board of Trustees who in the opinion of the Board of Trustee shall contribute in furtherance of the objectives of the Trust,

(iv) The Board of Trustees as described at (ii) above may induct more non permanent members. However, the total number of the trustees at any time shall not exceed 15 (fifteen).

5.1.1 **MEETING OF THE BOARD OF TRUSTEES**: The Board of Trustees shall meet as often as possible and at least once in a year to inter alia review and to take stock of the functioning of the Trust in furtherance of the aims and objects of the Trust. The Board of Trustees may give such directions / suggestions to the Executive Committee as it may deem fit and proper which shall be binding on the Executive Committee or the Management Committee as the case may be.

5.1.2 **Decision Making:** That all the decision on the meeting of the Board of Trustees shall be taken by simple majority. Each member shall have one vote and the chairman shall have a casting vote in case of a tie.

5.1.3 **QUORUM:** Quorum for the meeting of Board of Trustees shall be 1/3 or two members present in person, whichever is higher. PROVIDED THAT the quorum of the meeting of the Board of Trustees shall not be complete unless at least any 2 (two) of the life trustees are present in person in and throughout the meeting and in the event of absence of quorum in a meeting, the Chairman shall adjourn the meeting and shall convene a fresh meeting of the Board of Trustees on the time and day as he deems fit.

5.1.4 **VACANCY, APPOINTMENT ETC.**

(i) **LIFE TRUSTEES:** Each of the aforesaid life trustees shall be entitled to nominate his/ her nominee as his / her successors for the post of life trustee. Provided that such nominees must be (a) of at least 18 years of age, PROVIDED THAT the Board of Trustees may admit a person below the prescribed age 18 years, as the nominee of a Life Trustee if he/ she is otherwise qualified to be the Life Trustee and is associated with the work of the Trust (b) associated with the work of the Trust and (c) approved by at least 2 of the Life Trustees for the time being in force.

(ii) In the event any of the aforesaid life trustees is not able to nominate his / her successor whether by reason of death or otherwise, the remaining life trustees shall fill the post of Life Trustee with a person who shall fulfill the qualifications laid down above.

5.1.5 **NON-PERMANENT TRUSTEES:** The non-permanent trustees shall hold the office for a period of 3 years from the date of appointment and shall be eligible for reappointment upon retirement. Provided that the Life Trustees shall be empowered to remove any of the non-permanent members without assigning any reasons.

5.1.6 **POWERS OF THE BOARD OF TRUSTEES:**

5.1.6.1 The Board of Trustees shall have the general control and management of the affairs of the Trust in the matters pertaining to the administration of all its properties, moveable and immovable, and shall have all such power of the Trust and do all such things as are necessary to carry out the objects of the Trust.

5.1.6.2 Without prejudice to the generality of the foregoing powers the Board of Trustees shall be empowered:

(a) To receive any voluntary contribution, grant and charity from private agencies, families, institutions, corporations, societies, or any person whosever, from the Republic of India of from abroad, either by way of donation, demise, bequest or annual or other subscription or legacy or otherwise for the support and benefit of the Trust. All property and income arising there from shall become part of the assets of the Trust.

(b) To acquire, purchase, take on lease hold in trust all properties both moveable and immovable, tangible or intangible and construct, maintain keep in repair and develop all lands, houses, buildings, playgrounds, necessary or convenient or desirable for the purposes of the Trust.

(c) To sell, lease, grant, license, easements and other rights over, and in any other manner deal with or dispose of the undertaking, property, assents, rights and effects of the Trust, or any part thereof, for such consideration as may be thought fit.

(d) To make financial or other provision for any national, local charitable, benevolent, public, general or useful object or for any exhibition or competition or for any purpose directly or indirectly to further the object of the Trust.

(e) To establish or support charitable societies, institutions, clubs, funds and trusts so as to advance the interests of the Trust.

(f) To undertake and discharge the office and duties of Trustees either gratuitously or otherwise with or without undertaking the management and administration of any trust or settlement which may be considered necessary for the furtherance of the objects of the Trust and the interest of its members, and to hold property, assets or rights of any kind on trust or otherwise;

(g) To assist by the provision of grants, scholarships, loans, donations or otherwise such persons or juridical entities whether or not in the Republic of India and in such cases either of cash or other assets as shall be directly or indirectly conducive to any of its objects or otherwise expedient.

(h) To subscribe or give donations to and financially or otherwise aid any other society whose objects are similar to the objects of the Trust.

(i) To invest any moneys of the Trust not for the time being required for the general purposes of the Trust in such investments authorized by law as may be thought proper, and to hold, sell or otherwise dispose of such investments.

(j) To undertake subjects entrusted by and / or to work in close collaboration with Government, semi-Government, or other bodies or persons having the same objects as of the Trust and / or for promoting or supporting any activities of Government, semi-Government, educational and / or charitable or similar institutions operating in India in similar fields.

(k) To organize, fund, promote and encourage exhibitions, fairs, seminars, lectures, film shows, etc. and to publish and distribute without any profit motive journals, periodicals, newsletters, pamphlets, books, booklets, films, video cassettes and other modes or mass communication for publicizing the objects and activities of the Trust.

(l) To seek recognition from Government, municipal authority or other authorities or bodies for the activities of the Trust and related fields and services.

(m) To open and operate bank accounts of any description with any bank or banks in such terms and in such manner as the Board of Trustees may deem fit.

(n) To make, draw, execute, accept, endorse, discount, buy, sell, transfer, pledge and otherwise deal with Bills of Exchange, Promissory Notes, cheques, bills of Lading, Railways Receipts, Registered or Insured Letters of parcels, Postal receipts, Savings Certificates, Dock Warrants, Debentures, Government, Municipal or Post Trust Loan Notes, Stocks, Shares and other negotiable, commercial or transferable instruments of securities.

(o) To take over, purchase, acquire, hold, securities of the Government of India or of any State Government or Public Body or Post Office or National Savings Certificates or stocks, share and securities.

(p) To receive and accept by way of contribution from the founder members, ordinary members or any other trust, Society, entity or individual any sum for the purpose of setting up institution, shelter, utilities, services etc on such terms and conditions as the Board of Trustees may deem fit including repayment of such contribution in the event of surplus and to give such rights and privileges to such benefactors of the Trust who have contributed to the funds or property of the Trust by way of gifts, donations, subscriptions or other such benefits ;

(q) To commence, prosecute, defend, appear, contest, continue, compromise, submit to arbitration, submit to decree or judgment and abandon civil, criminal, administrative, revenue, municipal, arbitration, conciliation or other proceedings or inquiry for the benefit or furtherance or in conjunction with the objects of the Trust or any of them.

(r) To appoint such person or persons as the Board of Trustees may deem fit for the purpose of representing the Trust and / or the Board of Trustees in any legal or other proceedings to be instituted by or against the Trust.

(s) To engage and employ specialists, coach, professor, lectures, translators, demonstrators, manager, secretaries, clerks, servants and workmen, doctors, social workers, nurses and auxiliary medical and hospital personnel, and any other necessary personnel and to pay them salaries, wages, gratuities, fees, honoraria and pensions.

(t) To constitute advisory committee(s) for specific function(s) to promote such activities as the Board of Trustees may decide from time to time. Such advisory committee(s) shall have a fix tenure as may be decided by the Board of the Trustees.

(u) To do all such other things as may be considered necessary for the furtherance of the objects of the Trust as indicated in the aims and objects and mentioned herein above or of the above objects or any of them provided that in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

5.1.6.3 Notwithstanding anything contained to the contrary, the Board of Trustees of the Trust may at its sole discretion, delegate any / all of the powers mentioned hereinabove to the Executive Committee to be constituted in the manner given herein below for proper and smooth management of the affairs of the Trust in the furtherance of aims and objects of the Trust.

6 **MANAGEMENT COMMITTEE:** The Board of Trustees may, as and when it thinks it fit and proper to constitute a subcommittee of the Board of Trustee for smooth and effective management of the day to day affairs of the Trust, constitute a Management Committee

6.1 **COMPOSITION, POWER AND FUNCTIONS**: The Managing Committee comprise of at least 3 members and subject to a maximum of 5 members to be nominated by the Board. The powers, functions and the scope of authority of such Management Committee shall be defined at the time of constitution of such Committee under a

charter of constitution duly approved by the Board of Trustee. The provisions relating to quorum, frequency of meeting etc as applicable to the Board of Trustee shall be applicable mutatis mutandis to The Committee.

7 MEMBERSHIP OF THE TRUST:

7.1 The membership of the Trust shall be open to all persons irrespective of their faith, sex, race, caste, colour etc. and those who have attained the age of 21 years or above and are not of unsound mind and subscribe to the aims and objects and rules and regulations of the Trust and are fit in the opinion of the Board of Trustees to be associated with the Trust.

7.2 **TERMINATION OF MEMBERSHIP**

Membership of the Trust shall terminate: (a) The Board of Trustees may at any time terminate the membership of any member of the Trust who in the opinion of the Board, is acting in a manner prejudicial to and/ or contrary to the aims and objects of the Trust. Such member shall thereupon cease to be a member of the Trust.

(b) The Membership of the Trust shall also terminate in any of the following cases:

i) on the death of a member, or
ii) a member tendering his resignation in writing to the Board of Trustees, or
iii) on non-payment of the annual subscription within three months of the due date.

8. ASSETS AND FINANCES:

8.1 The property and income of the Trust, whensoever derived, shall be applied solely towards the promotion of the objects of the Trust as set out hereinabove and no portion thereof will be paid or transferred directly or indirectly, to the members of the Trust

provided that nothing herein contained shall prevent payment in good faith of reasonable and proper remuneration for services rendered or reasonable interest on money lent or reasonable rent for any premises taken on lease.

8.2 **PROPERTY:** All properties of the Trust moveable and immovable shall vest in the Board of Trustees and all documents affecting or relating to such properties shall be signed in the name of the Trust.

8.3 **FUNDS OF THE TRUST:** The Trust shall have its own Fund and all the receipts of the Trust through grants, donations, subscription and fees, as well as income from investments, publications and other sources shall be carried to the Fund and all payments by the Trust shall be made there from.

8.4 **BANK ACCOUNT:** The Bank Account of the Trust shall be in the name of the **INDIAN PITCH AND PUTT UNION**. All receipts of the Trust shall be paid into the account of the Trust and shall not be withdrawn except by a cheque or other instrument signed as may be authorized by any two members of the Board of Trustees.

8.5 **ACCOUNTS AND AUDIT:** The Trust shall cause to be maintained such books of accounts and other books in relation to its accounts in such forms and in such manner as may, in consultation with the Auditors of the Trust, be prescribed. The annual accounts of the Trust together with the audit report thereon shall be laid before the Board of Trustees as far as practicable, at its annual meetings. If the statement of the audited accounts be not ready by the date of the annual meeting, it shall be placed before the Board of Trustees at a subsequent meeting called for the purpose.

8.6 **FINANCIAL YEAR:** The Financial year of the Trust shall be from April 1 each year to March 31 of the next year.

8.7 **EXECUTION OF DOCUMENTS:** All writings, deeds and documents which are to be executed by the Trust shall be executed for and

behalf of the Trust by at least two out of three Board of Trustees as may be authorized to do so by the Board of Trustees.

8.8 **SUITS:** The Trust may sue or be sued in the name of the Board of Trustees or such person as may be appointed by the Board of Trustees when the occasion arises.

8.9 **INITIAL CORPUS AND FUNDS OF THE TRUST:**

8.9.1 The initial corpus of the Trust shall be a sum of Rs.10,000/- (Rupees Ten Thousand only), donated by the Settlor. The Settlor shall bring further sum or sums as may be required in furtherance of the objects of the Trust. The funds/monies may be received by Trust through any or all of the following:

8.9.2 Donations and grants, sponsorships etc, collected from state and Central Govt. and other social organizations or corporate bodies.

8.9.3 All income, rents, fees, donations and other funds etc. collected from public and all institutions under the control and management of the Trust.

8.9.4 Movable and immovable properties acquired by the Trust.

8.9.5 All funds, properties, rights, claims and demands of every description presently belonging to the trust or hereafter that will be acquired from time to time shall vest in the Trust.

8.9.6 All money forming part of the trust fund and requiring investment shall be invested in the name of the Trust.

9. **AMENDMENTS TO THE DEED OF TRUST:** Whenever it shall appear to the Board of Trustees that it is expedient and desirable to amend any of the provisions of the present deed either wholly or partially, the Board of

Trustees may by a resolution passed by 3/4th majority of all the members of the Board, amend any of the provision of the Deed as is required in the wisdom of the Board of Trustees. However, the aims and objects of the Trust shall remain unchanged.

10.DISSOLUTION OF THE TRUST: If the Board of Trustees at any time unanimously decides that it is expedient and desirable to discontinue the Trust, the Trust may be discontinued by a resolution passed unanimously by all the members of the Board of Trustees. Upon such dissolution, any asset remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among the trustees but the same shall be given to such other charitable institution(s) which are involved in the Charitable and Philanthropic work of the nature being carried out by the Trust before dissolution.

11.JURISDICTION: The Courts in I alone shall have exclusive jurisdiction to adjudicate upon the disputes arising out of or in relation to the provisions of present Trust Deed or construction/interpretation thereof.

Reg. No.	Reg. Year	Book No.
1713	2011-2012	4

Ist Party

Witness

IInd Party

Ist Party

IInd Party

Ist Party MR. RAKESH PUROHIT

IInd Party

Witness Rajeev Dhaun, Gauam Singh

Certificate (Section 60)

Registration No 1,713 in Book No.4 Vol No 3,741

on page 36 to 49 on this date 30/03/2011 day Wednesday

and left thumb impressions has/have been taken in my presence.

Sub Registrar

Sub Registrar V

New Delhi/Delhi

Date 30/03/2011