

THIS INSTRUMENT OF TRUST WITNESSETH AS FOLLOWS:

IS TO SAY

1. In the interpretation of this instrument, unless repugnant to the context.
  - (a) The singular shall include the plural and vice versa.
  - (b) The "Trustees" mean the "Trustees" nominated or appointed as provided in this instrument hereinafter and the survivors of them or other Trustees, for the time being of these presents.
  - (c) The "Trust" means Shri Kundanlal Trust.
  - (d) The "Trust Properties" mean and include
    - (i) The properties described above as the "Trust Property".
    - (ii) Kundan Vidya Mandir.
    - (iii) Kundan Lal Industrial and Technical Institute.
    - (iv) All other lands, buildings, properties both moveable and immoveable, cash, joint stock company shares etc., that may hereinafter be conveyed or otherwise assigned to the Trustees in perpetuity or declared to be the "Trust Property" of Shri Kundanlal Trust.
2. That in pursuance of the said desire and in consideration of the premises the said "Founder" Shri Kundan Lal doth hereby declare and assure unto the said Trustees ALL AND SINGULAR the Trust Properties described above: TOGETHER WITH all buildings, trees, rights, and appurtenances, appertaining thereto, and all the rights, titles and interests of the Founder of the Trust in the said "Trust Property". TO HOLD THE same unto the said "Trustees" for ever upon Trust, to permit the same to be appropriated and used in perpetuity under the name of Shri Kundanlal Trust, and subject to the terms, powers, provisions, and declarations hereinafter mentioned.

IS HEREBY DECLARED THAT

The purpose of the creation of the "Trust" is to impart such education to the masses of India as will raise their economic condition increase their capacity to work, make them efficient skilled workers, lead to industrial production in the country, reduce unemployment and raise the general standard of wages.

The school known as Kundan Vidya Mandir together with its branches which may opened hereinafter shall continue to be used by the "Trustees" for the purpose of imparting education to Hindus on most modern lines, to befit them as citizens of a great nation. Education to be imparted through the medium of Hindi.

*Signed Kundan Lal.*



No  
Thus

**Instrument of Shri Kundanlal Trust.**

Declaration of Shri Kundanlal Trust made this 1st day of April 1950,  
Kundan Lal, son of Rai Bahadur Daulat Ram, caste Aggarwal proprietor of  
factories, Civil Lines, Ludhiana, hereinafter called the "Founder" of the

the economic condition of the masses of India is very low, due to  
low standard of wages and living, lack of facilities for scientific,  
and technical education, industrial backwardness of the country, and  
unemployment.

The said "Founder" Shri Kundan Lal is desirous of raising the  
condition of the masses of India, by imparting education which will  
enable them to work, make them efficient skilled workers, administra-  
tive and lead to increased industrial production in the

At the said "Founder" of the Trust, Shri Kundan Lal being in poss-  
ession absolute owner, free from incumbrances, to the site, area about  
square feet, and buildings hereto known by the name of Kundan Food Factory  
and Cohn Factories, Kundan Engineering Works, Kundan Industrial  
Institute, including his residential house and private gardens, which  
acquired by him from time to time since 1931 upto date, on the whole  
of the area No. 903 which stands in his name in revenue records, and situ-  
ated in Civil Lines of Ludhiana but outside the municipal limits, and

by public sale Khasra No. 902  
with by public road Khasra No. 904  
with by lands and buildings belongings to Kundan Cloth Mills Ltd., and  
with by road leading to Kundan Cloth Mills Ltd., and lands belonging to Shri  
Kundan Lal.  
with by public road known as Rajpura Road Khasra No. 906.

particularly described in the map hereto annexed (hereinafter called  
Trust Property"). TOGETHER WITH all buildings, trees, rights, and ease-  
appertaining thereto AND WHEREAS its present value is over Rupees  
Lacs, declares the same to be the "Trust Property" absolutely and free  
incumbrances.

WHEREAS the "Founder" of the Trust is also desirous of conveying other  
and immoveable properties to the "Trust" upon the same Trust.

WHEREAS in pursuance of the desire of the "Founder" of the Trust Shri  
Kundan Lal stated above, it is necessary that the purpose, objects, and condition  
of the Trust be permanently recorded, and provisions made for the selection of  
in future, in place of any present or future trustee dying, resigning  
or becoming incapable to act as Trustee.

Signed Kundan Lal

238

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The Institute known as Kundan Lal Industrial and Technical Institute shall continue to be used by the Trustees for the purpose of giving technical, industrial, engineering or scientific education to Hindus.

It will be within the aims and objects of the Trust, provided the income justifies to do all or any of the following acts.

- (a) To open new schools or colleges for the general, technical engineering or scientific education of Hindus to be named after the "Founder"
- (b) To establish a library to be known as "Kundan Lal Library" for the above purpose.
- (c) To bring out a periodical or newspaper for the above purpose and may have a press of their own.
- (d) To grant scholarships to students for the above purpose for study in or out of India.

5. During his lifetime the "Founder" Shri Kundan Lal shall be allowed to continue the use of residential house marked red in the annexed plan, free of rent, and after his death his daughters or any of them who remain unmarried, shall be permitted to use it till their marriage.

After the death of the "Founder" Shri Kundan Lal suitable arrangements shall be made from the trust funds for the residence and maintenance of his wife Shrimati Saraswati Devi, who has got mental trouble since 1942 and cannot look after herself, till her death, if she survives the "Founder".

Facilities be provided from the trust funds for the best education of Dig Vijaye, son of Premata and grandson of the "Founder" till the end of 1967. If Dig Vijaye proves himself to be a brilliant student in his college career in India, and proves himself to be of good character, and if his parents approve of it, he be sent to the foreign countries for education and travel as the case may be by grant of scholarship or other expenses from the Trust Fund, subject to the approval of his parents.

During his lifetime the "Founder" Shri Kundan Lal shall be the sole Trustee. He will have full powers to appoint other Trustees to associate with himself or to remove, or substitute any of the Trustees or members of the executive committee without assigning any reason whatsoever.

The Founder Shri Kundan Lal hereby appoints under clause B, the following persons to be the Trustees of the Trust in addition to himself.

1. Raibahadur Badri Dass M.A. Advocate, Jullunder.
2. Shri Chandu Lal B.A.L.L.B., Advocate, Simla.
3. Dewan Anand Kumar M.Sc. Vice Chancellor, Panjab University, Solan.
4. Shri Harbans Lal, Executive Engineer, Patiala.
5. R.D. Kanwar Sain, Chief Engineer, C.P.W.D, New Delhi.
6. Shrimati Kamla Vati B.A. Ludhiana.
7. Shri Chint Ram Thapar, Member A.I.C.C, Ludhiana.
8. Shri Mukand Lal B.Sc. Ludhiana.
9. Shri Ram Lal Dhawan B.A.L.L.B. Advocate, Ludhiana.

(a) The number of Trustees shall not be more than eleven, or less than nine as the Trustees may think fit. Should the number of Trustees become less than nine the remaining Trustees shall forthwith proceed to elect new Trustees as hereinafter provided.

(b) If and whenever any of the Trustees dies or ceases to be a Hindu, or fails to attend six consecutive meetings of the Trustees, or desires to be discharged or in the opinion of at least eight Trustees becomes unfit to act for any reason that need not be mentioned, he



(5)

shall cease to be a Trustee and continuing Trustees may appoint any other person whom they consider fit to be a Trustee in his place.

The "Founder" shall be the first chairman of the Trust. He shall have all the powers entrusted to the "Trustees". After his death the "Trustees" shall at each annual meeting appoint from among the members of the "Trust" a chairman and also a secretary to hold office for the ensuing year.

Ujjay Kumari daughter of the Founder and Shri Vijaya grandson of the Founder shall be appointed as Trustees from the 1st of January in the years of 1965 and 1966 respectively, provided they are found fit for holding the responsibilities by the majority of the Trustees.

In the absence of the chairman from any meeting the Trustees may appoint any one of their members to act as chairman for that meeting in his absence.

The Trustees may frame such rules and regulations from time to time for the conduct of their business and the management of the Trust Property or any of the institutions under its control, as it may consider necessary or amend the same.

Any part of the capital or the income of the Trust Fund, which may not for the time being be immediately required, may be invested by the Trustees, in such manner, as the Trustees, at their discretion, shall decide.

The Trustees by majority of seventy five percent of their total number may at any time sell, mortgage, or lease out the said Trust Property, or any part thereof for the purpose of investing the same on more profitable lines, provided always that current expenses shall always be met from the current income of the previous year, and the income of capital nature shall always be reinvested as capital investment.

The Trustees shall keep and maintain true and proper accounts of the income and expenditure of the said Trust Funds and get such accounts duly audited in every year by one or more qualified auditors appointed by them in their behalf.

A meeting of the Trustees, to be called the annual meeting shall ordinarily be held as soon as convenient in the beginning of each year for the purpose of transacting the business of the said Trust and the decision of the Trustees shall regulate such business. The Trustees shall also hold from time to time such other meetings, as they may consider necessary for the transaction of such business in hand.

At the annual meeting in each year, the total net income for the preceding calendar year from the Trust Properties shall after defraying the cost of repairs, insurance and maintenance charges of the Trust Properties and the Founder's Share and after contributing to the sinking fund be allotted to advance the objects and aims mentioned above in such proportion as the Trustees consider fit.

The Trustees may appoint Executive Committee, for the more effectual carrying out management and supervision of any of the Trust institutions mentioned hereof. Provided that trustees shall have full power to terminate the appointment of any or all of the members of the Executive Committee, any time, they so decide. The Trustees shall frame rules and regulations for Executive Committees and can amend them from time to time.

All moneys with the trustees or the Executive Committees shall be invested by the trustees or executive committees in such banks and securities and in such manner as may be approved of by the trustees. The Trustees may from time to time purchase immoveable property with the surplus funds in their hands but during his lifetime the Founder Shri Kundan Lal will have full discretion in the matter and after his death the trustees will be guided by the provisions herein provided.

The quorum necessary for the transaction of any ordinary business of the trustees at any ordinary meeting shall be five when the number of trustees is eleven or more, and three when the number of the trustees is less than eleven. The quorum for the election of trustees, or for the election of any trustee or for the passing of a resolution, or making an investment, shall be seven when the number of the trustees is less than eleven.

Signed Kundan Lal



(6)  
except as to the name, aims, and objects of the Trust, the Founder or his heirs, executors and administrators shall have the power by majority of not less than five percent of their total number to change, modify or amend any of the rules, regulations and provisions, hereinafter contained with regard to the conduct and management of the trust, and with regard to any matter in respect of which any power is hereby conferred or duty imposed.

And the said "Founder" Shri Kundan Lal doth hereby for himself, his heirs, executors and administrators covenant with the said Trustees that notwithstanding anything by him the said "Founder" done or knowingly suffered, he the said Founder hath now power to transfer and assure all the said Trustees AND that it shall be lawful for the said Trustees at all times quietly to enter into and upon and to hold and enjoy the said premises and to receive the rents and profits thereof without any interruption or disturbance by or from the said Founder or any person deriving title from or under him; AND that free and discharged from or otherwise by the said "Founder", his heirs, executors or administrators, sufficiently indemnified against all estates, incumbrances, claims and demands, created or made, by the said Founder or by any person deriving title from or under him.

In witness whereof the said Founder Shri Kundan Lal has hereunto set his hand the day and year first above written.

Sd/- Kundan Lal  
1-4-50

In the presence of following witnesses.

Signed/- Ram Krishan Khosla  
Advocate, Ludhiana  
1-4-50

Signed Charanjit Rai  
1/4/1950 Sub-Inspector

Deputy Commissioner's Office,  
Ludhiana

Signed Rajat Singh  
Magistrate 1st class  
Ludhiana 1-4-50

Seal of the court of 1st Class Magistrate.

*Handwritten signature and initials*

This instrument of Trust Deed is presented before me for registration by Shri Kundan Lal, son of Balshahar Lalat Ram, Aggarwal resident of Civil Lines, Ludhiana this 4th day of April on Saturday between 2 and 3 P.M. *Shahid*

Signed Kundan Lal.  
Presenter.

*Signature*

*Signature*

The contents of this deed have been read over to Shri Kundan Lal who admits the execution of the deed and also known to me.

Signed Kundan Lal.  
Executant.

*Signature*

*Signature*

Dated 4.4.60.

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