

MEMO OF PARTIES

In the matter between:-

Gurindra Partap Singh son of Lt Shri Baldev Singh Pabla, resident  
of House No. 1747, Phase 3B2, SAS Nagar (Mohali)


.....APPELLANT

VERSUS

1. Sangeeta Pandit, HIG 148, Senior Citizen Society, Sector  
48-C, SAS Nagar (Mohali);
2. Dr Sarvpreet Kaur wife of Late Shri Gurindra Bir Singh and  
Legal Representative of M/s Galaxy Developers, Previously  
residing at House No. 1747, Phase 3B2, SAS Nagar  
(Mohali) but presently residing at House No. 1070, Sector  
36-C, Chandigarh

.....RESPONDENTS

Chandigarh  
Dated: 11-05-2021

  
(A.K. MALERI) Advocate  
Enroll No: P-731 of 1982



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPLICATION NO. 31 OF 2021  
AND APPEAL NO. 24 OF 2021

GURINDRA PARTAP SINGH  
VERSUS  
SANGEETA PANDIT & ANR.

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**Present: -** Mr. A.K. Maleri, Advocate for the appellant.

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Complaint was preferred by the respondent against one "Galaxy Developers" through its Directors. During the course of hearing before the Authority, it transpired that Galaxy Developers is a partnership firm consisting of one Sh. Gurinder Bir Singh and Sh. Baldev Singh Pabla. Both (Gurinder Bir Singh and Baldev Singh Pabla) expired during the proceedings and upon an application moved by the respondent for impleading legal representatives of what was described as "sole partners" of the firm, G.P. Singh son of Late Sh. Baldev Singh Pabla and Dr. Sarvpreet Kaur wife of Late Sh. G.B. Singh were impleaded as party/LRs vide order dated 20.10.2020.

The proceedings continued without participation of the aforesaid two persons who were impleaded as party/respondents vide order dated 20.10.2020, resulting into the impugned order passed ex parte.

When the execution was preferred the present appellant who is son of Late Sh. Baldev Singh Pabla filed the present appeal stating that he has nothing to do with the firm M/s Galaxy Developers and at no stage was he in his individual capacity or a partner related to the firm's activities in any manner.

Finding, the stand of the appellant to be uninspiring, we solicited a report from the Authority vide order dated 05.08.2021, pursuant to which a report has been received stating that M/s Galaxy Developers was mentioned as a partnership firm in the application of registration in Form-A but no deed was ever appended to the documents before it and that despite several reminders, the document was never produced.



Certified To Be True Copy  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh  
14-9-2021

APPLICATION NO. 31 OF 2021  
AND APPEAL NO. 24 OF 2021

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Today, when we took up the matter for hearing, learned counsel for the appellant has produced before us a copy of the trust deed, which reveals that all the assets of M/s Galaxy Developers are now with the Trust of "Sarvpreet Kaur" widow of late Sh. G.B. Singh who is the main trustee along with some others.

In the proceedings before the Real Estate Regulatory Authority, Punjab name of "Sarvpreet Kaur" has been spelt as "Sarpreet". This, though misleading, does not to our mind make any difference considering that she is indeed the widow of late Sh. G.B. Singh who was concededly the partner and driving force behind M/s Galaxy Developers. She therefore be not permitted to take up any plea of misdescription in this regard before any forum, to evade responsibility.

We permit the trust deed produced before us in Court to be taken on record as Mark "X".

Learned counsel for the appellant contends that in view of this trust deed, he does not wish to press the present appeal.

Since the appeal is sought to be withdrawn unconditionally, we do not intend to comment on the veracity of the trust deed or any of the material before us.

We also direct that a copy of this trust deed be remitted to the Real Estate Regulatory Authority, Punjab so as to enable it to proceed with the execution proceedings in the right perspective.

In view of the above the appeal is permitted to be dismissed as withdrawn.

Ordered accordingly.



*Sd/-*  
JUSTICE MAHESH GROVER (RETD.)  
CHAIRMAN

*Sd/-*  
S.K. GARG, D & S. JUDGE (RETD.)  
MEMBER (JUDICIAL)

*Sd/-*  
ER. ASHOK KUMAR GARG, C.E. (RETD.)  
MEMBER (ADMINISTRATIVE/TECHNICAL)

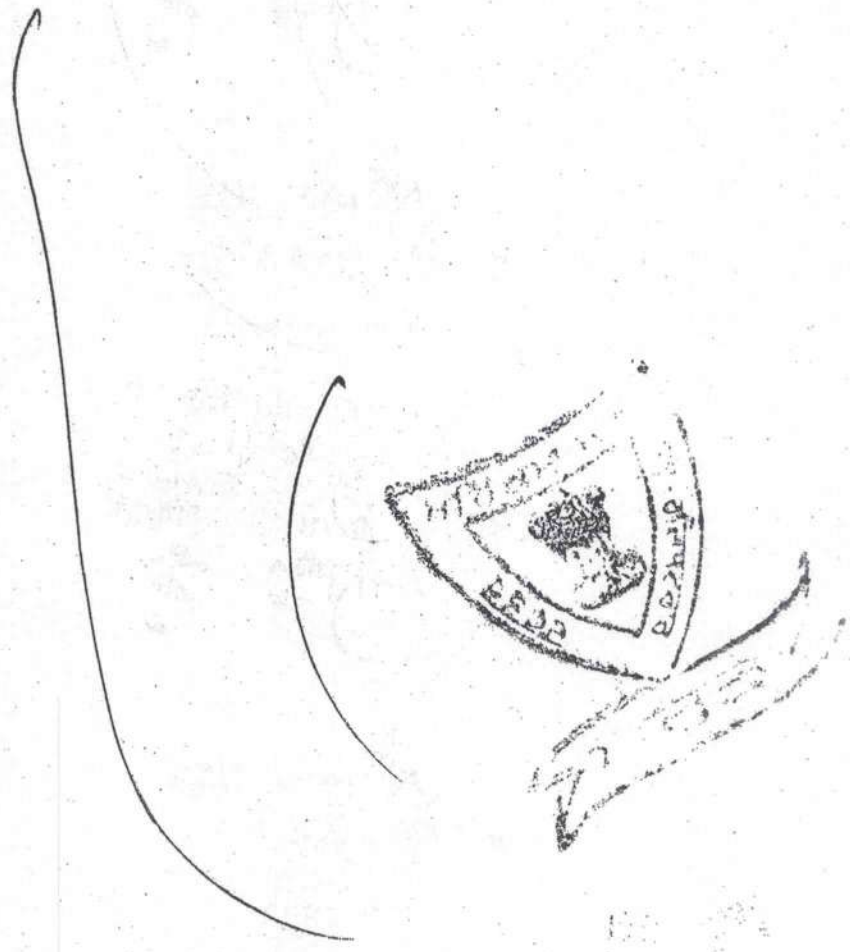
September 03, 2021

AN

*Certified To Be True Copy*  
*10/09/2021*  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh  
*14/9/2021*



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ਮਿਸਟਰ ਅਮਰਿੰਦਰ ਸਿੰਘ ਨੰ: 101  
ਮਿਸਟਰ ਅਮਰਿੰਦਰ ਸਿੰਘ ਨੰ: 101  
ਮਿਸਟਰ ਅਮਰਿੰਦਰ ਸਿੰਘ ਨੰ: 101  
ਗਿਆ।

ਮਿਸਟਰ ਅਮਰਿੰਦਰ ਸਿੰਘ  
ਮਿਸਟਰ ਅਮਰਿੰਦਰ ਸਿੰਘ  
31/8/24



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Mark 'x'

Mark x  
Sarvpreet Kaur  
3/9/21

TRUST DEED

ਨਾਮ ਬਾਮਣ ਨਕਲ ਮਾਣ ਰਿਕਾਰਡ ਜਮਾਇਦ  
ਪੁਰਾਬਕ ਇਸ ਰਕਬੇ ਤੇ ਕੋਈ ਸਟੇਅ ਨਹੀਂ ਹੈ।  
ਮਾਰ ਸੀ

This Declaration of Trust made at Mohali on this 30<sup>th</sup> day of April, 2021 by Sarvpreet Kaur wife of Late S.Gurindra Bir Singh, 1747, Phase 3-B-2, Sector 60, S.A.S. Nagar, Mohali now resident of H.No.1070, 1<sup>st</sup> floor, Sector 36-C, Chandigarh (hereinafter referred as the founder) as follow:-

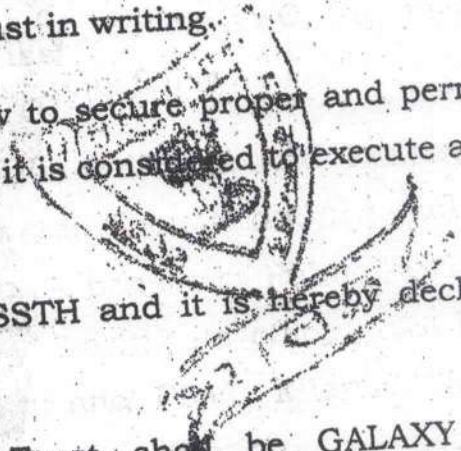
Whereas the donor/founder has dedicated and endowed a sum of Rs.51,000/- (Rs. Fifty One Thousand Only) and has created a charitable trust for the benefit of Public, which is being called as "Galaxy Trust," having its office at SCF-23, Basement, Didar Nagar, Jhungiana Road, Kharar, Mohali, subject to following terms and conditions as set out hereunder:-

AND WHEREAS it has now been considered as expedient and desirable to reduce the terms and conditions of the creation of the above said charitable trust in writing,

AND WHEREAS with a view to secure proper and permanent administration of the trust, it is considered to execute a formal deed of trust.

NOW THIS DEED WITNESSTH and it is hereby declared as follows:-

1. The name of the Trust shall be GALAXY TRUST (hereinafter referred as trust).
2. The above amount of Rs.51,000/- (Rs. Fifty One Thousand Only) shall be the property of trust.
3. The term "Trust property" shall mean and include the said sum AND property i.e assets of the firm of the Late



ਨਕਲ ਪੁਰਾਬਕ ਮਾਨਣ ਹੈ।  
ਸਦੇ ਹਮੀਦਗਾਰ ਖਰੜ  
31/8/21

Sarvpreet Kaur

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[Signatures]



### Deed Endorsement

Token No :- 20210000250219

Deed Type :- Trust, Value :- Rs.0/-, Consideration Amount :- Rs.0/-  
 Stamp Duty :- Rs. 1000, Registration Fee :- Rs. 1000, Normal appointment fee :- Rs. 500, PLRS - Facilitation charges :- Rs. 500, Pasting fee(Punjab) :- Rs. 200, Pasting fee(English) :- Rs. 200,

Sh./Smt. SARVPREET KAUR s/o/d/o/w/o GURINDRA BIR SINGH has presented the document for registration in this office today dated :- 30-Apr-2021 Day :- Friday Time :- 05:35:59 pm

*Sarvpreet Kaur*  
 Signature of Seller/Presenter

*[Signature]*  
 Signature of Sub Registrar/Joint Sub Registrar



SARVPREET KAUR (Individual)

The contents of the document were read out to Sh/Smt SARVPREET KAUR s/o/d/o/w/o GURINDRA BIR SINGH, who having heard, admitted the same to be correct. An amount of Rs. - on account of Trust has been received in front of me and the balance amount has already been received through Cash/Cheque/Demand Draft/RTGS. Both the parties have been identified by 1. Sukhdev (Identifier) 2. Bahadar Singh (Witness). I know the first witness, who knows the 2nd witness and/or the executant has put in his/her self identification by below mentioned documents.

Party Name	Document Type	Document Number	Income Tax PAN CARD
SARVPREET KAUR			

Hence the document be registered

Date :- 30-Apr-2021  
 Witness

*[Signature]*  
 Signature of Sub Registrar/Joint Sub Registrar

1. *Bahadar Singh*  
 2. *[Signature]*

(First Party)

(Second Party)

*Sarvpreet Kaur*

*[Signature]*



GURJEET SINGH (Individual)

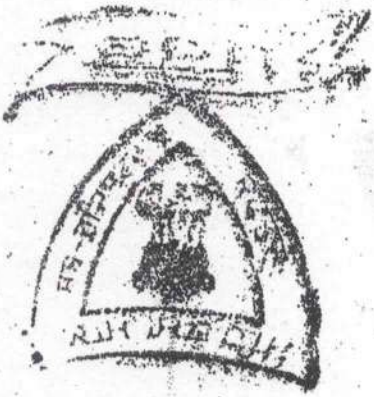
Above signature & thumb Impression are affixed in my presence.

Date :- 30-Apr-2021  
 Document No :- 2021-22/15/4/101  
 Volume No :-

*[Signature]*  
 Signature of Sub Registrar/ Joint Sub Registrar

Book No :- 4  
 Page No :-

The Registered document has been pasted



*[Signature]*  
 ( Rakesh Kumar Garg )  
 Signature of Sub Registrar/ Joint Sub Registrar  
 SRO - Kharar

husband of the donor/founder, namely Late S.Gurindra Bir Singh son of Late.S.Baldev Singh Pabla partner of M/s.Galaxy Developers was having office at SCF-99, Phase 3B2, Mohali and site office at Village Chajju Majra, Tehsil Kharar, District S.A.S. Nagar, Mohali; and all the additions and accretions hereto, the income thereof and the acquisition therewith in whatever form and all other property which may from time to time vest in, or come from any source to the trust.

4. The head office of the trust be situated at SCF-23, Basement, Didar Nagar, Jhungiana Road, Kharar, Mohali, but the Trustees shall be at liberty to transfer the same to such other place as may be determined by them from time to time.
5. The objects of the trust shall include the following:-
  - i) To open, found, construct, establish, takeover, equip, promote, conduct, maintain, support, subsidies, grant aids, to make donations to hospitals, schools, colleges, pathshalas, boarding houses, reading rooms, libraries, art, music or literary societies and other institutions, educational or otherwise, associations, printing presses, journals, newspapers, periodicals and other publications for imparting or developing commercial, industrial, legal, medical engineering, scientific or other knowledge or training.
  - ii) To manage property i.e assets of the firm of the Late husband of the donor/promoter, namely Late S.Gurindra Bir Singh son of Late.S.Baldev Singh Pabla partner of M/s.Galaxy Developers was having office at SCF-99, Phase 3-B-2, Mohali and site office at

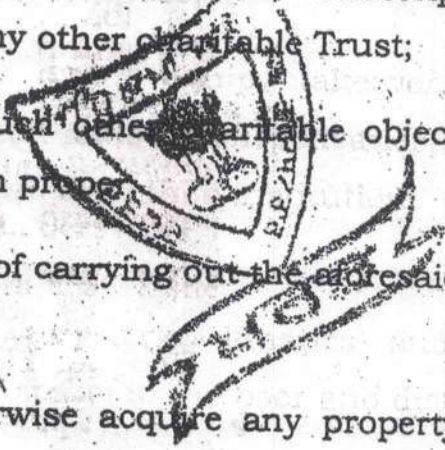
ਨਕਲ ਮੁਰਾਬਕ ਅਸਲ ਕੋਲ  
ਸਮੇਂ ਸਿਰ ਮੁਰਾਬਕ ਕਰਵਾਏ ਜਾਣਗੇ  
31/8/2021

Sarpreet Kaur

*(Handwritten signatures and initials)*

Village Chajju Majra, Tehsil Kharar, District S.A.S. Nagar, Mohali;

- iii) To manage the business of the firm of the Late husband of the doner, namely Late S.Gurindra Bir Singh son of Late.S.Baldev Singh Pabla partner of M/s.Glaxay Developers was having office at SCF-99, Phase 3-B-2, Mohali and site office at Village Chajju Majra, Tehsil Kharar, District S.A.S. Nagar, Mohali for the benefit and welfare of the existing customers and the development of business;
  - iv) To open, found, build, equip, takeover, conduct, maintain and grant aids to dispensaries, hospitals, lunatic asylums or any other institutions of the like nature;
  - v) To help widows, orphans, lunatics and indigent persons and to give relief to the poor and distressed;
  - vi) To give relief, by subscription or otherwise, during famine, flood, earthquake, pestilence or any other calamity;
  - vii) To give and receive donations, subscriptions or contributions to any other charitable Trust;
  - viii) To subscribe to such other charitable objects as the Trustees may deem proper;
6. That for the purpose of carrying out the aforesaid objects, the Trustees may:
- i. Purchase, or otherwise acquire any property, rights, leases and concessions etc.



ਸਰਕਾਰ ਪ੍ਰਭਾਸ਼ਣ ਮਹਿਲਾ  
ਸਰਕਾਰੀ ਕਮਿਸ਼ਨਰ ਖਰੜ  
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ii. Purchase or otherwise acquire, start, establish, equip or close any business or undertaking.

iii. Purchase, acquire or undertake the whole or any part of property and liabilities of any person, firm or company.

iv. Enter into all necessary contracts incidental or conducive to the fulfillment of the aforesaid objects, provided that the income and profits from these shall be utilized for the objects and in the manner provided in this trust deed.

7. The trust property shall vests in trustees, who shall hold, manage, and administer the same in accordance with the terms set out.

8. The constitution of the Trust as follows:-

a. There shall not be less than three and not more than seven trustees, who shall together constitute the Board of Trustees.

b. The following persons shall constitute the first Board of Trustees. The number of trustees may further be increased as provided herein:-

1) Gurjeet Singh son of S.Avtar Singh resident of H.No. 25, Block-A, Street No.10, S.G.M.Nagar, N.I.T., Faridabad, Haryana.

2) Karamjeet Singh son of S.Avtar Singh resident of H.No. 25, Block-A, Street No.10, S.G.M.Nagar, N.I.T., Faridabad, Haryana.

Sarpreet Kaur

ਸਰਪ੍ਰੀਤ ਕੌਰ ਅਮਲ ਏ

ਸਰਪ੍ਰੀਤ ਕੌਰ ਅਮਲ ਏ

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Gurjeet Singh

Karamjeet Singh

3) Jaspreet Singh son of Sukhwinder Singh Saini  
resident of resident of flat no.105, Shub CGHS-3,  
Sector 21-D, Faridabad, Haryana.

c. The power to fix the number of Trustees from time to time, to vary the maximum number or the minimum number or to appoint new or additional Trustees, to fill up any vacancy the conditions on which any or these Trustees are appointed, or the manner, if any, in which their successors are to be appointed, shall vest in the Founder. The maximum or minimum number of Trustees fixed by the founder shall not be altered except by him/her.

d. The Founder and after him/her, or even in his/her lifetime, if he/she so desires, the Board of Trustees shall in accordance with the terms of this Deed, select, appoint and co-opt one or more Trustees. Such selection, appointment and co-option shall be made by a majority of three-fourth of the number of Trustees and persons so appointed shall hold office and be liable to retirement as herein mentioned. The term 'three-fourths' when it is not a complete integer, shall mean, if the fraction is not less than half, the next higher and when the fraction is below half, the next lower integer.

e. The Founder shall hold office as Trustee for his/her lifetime. The other Trustees shall ordinarily hold office for three years, but they shall be eligible for re-appointment after their retirement on the expiry of the term.

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Provided that any such Trustee shall also cease to be a Trustee when he is requested in writing by all the other Trustees, without assigning any reason therefore, to vacate his office.

- f. After the death of the founder, in case the requisite number of Trustees either to fill up the minimum number of Trustees is not appointed by the Board of Trustees due to failure of three-fourth majority, the matter of selection and appointment of a suitable person shall be preferred to the Chief Justice of the High Court of Punjab and Haryana, Chandigarh and the selection and appointment made by him, in accordance with the provisions herein, shall be binding on the then Board of Trustees. In case said Chief Justice refuses to do so or is not successful in selecting a Trustee, the appointment shall, by appropriate proceedings, be made by the Court having jurisdiction in the matter.
9. The Founder shall have the power to nominate any one of the Trustees to be the Chairman of the Board of Trustees for such period as he/she may determine. After his/her death, the Board of Trustees may appoint any one of themselves as Chairman for such period as they may determine from time to time.
10. The Trustees shall carry out the aforesaid objects of the Trust from out of the Trust property and from its income.
11. The Trustees shall have full powers to do everything in or for the furtherance of this Trust or beneficial or conducive thereto, subject to the conditions laid down in this Trust Deed.

Sarpreet Kaur

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12. The Trustees shall have full power and discretion to acquire, hold, carry on and manage any trade or business or any part thereof, and to employ the whole or any portion of the Trust property or any funds of the Trust in such trade or business, or in running concerns or managing agencies, or in securities or shares and debentures of public or private limited companies or other investments and realize or vary the same or any branch or portion thereof, as they may deem proper from time to time, provided however, that the income profits and gains thereof shall be utilized and applied only for and on behalf of the Trust as provided herein.
13. The Trustees shall be entitled to sell all kinds of assets and property of the Trust or any part thereof or exchange the same for equality of exchange.
14. The Trustees may lease or let out on rent or royalty and land or building or any part thereof belonging to the Trust or acquired or constructed for the purposes of the Trust or any land or building vested in it, or sub-lease or give right to exploit any concessions or licenses on such rent or royalty to any person either from year to year or for a term of years and on such other terms and covenants as they may think fit and the rent or royalty so received shall form part of the income of the Trust and be accordingly.
15. The receipt of the Trustees for any money payable to the Trust upon any sale or exchange or for any rent reserved upon any such lease as aforesaid or otherwise shall be sufficient discharge for the same to any purchaser, mortgagor, lessee or other person dealing with the Trust and such purchaser, mortgagor, lessee or other person

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shall not be bound or concerned to see to the application of the said money.

16. The Trustees may, at any time, if they consider it necessary or beneficial to the Trust, raise or borrow money for the use and benefit of the Trust on any terms, and on any security or otherwise, as they may consider proper.

17. a) The Trustees may accept donations and contributions, as gifts or otherwise from any person, corporation, institution, State or Government of any country or from any other Trust; and all these may be accepted in any form, such as money, bullion, ornaments, machinery, workshops, factories running concerns, stores, raw materials, fabricated goods, finished goods, managing agencies, royalties, rights, licenses, concessions, useful animals and movable or immovable property of all kinds.

Provided, however, that the Trustees may decline to accept any such donations or contributions at their discretion without assigning any reasons therefore.

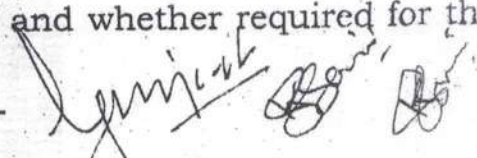
b) Such donations, if accepted by the Trustees, shall be dealt with, as regards their investment and disposal, by the Trustees according to the wishes (if any) of the donor, unless such wishes are in violation of any law or in derogation to the objects of the Trust, and, in absence of any Specific directions by the donor, they shall be dealt with according to the decision of the Trustees.

18. a) The Trustees may deposit any money, subject to the terms of this Trust Deed and whether required for the

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31/8/89 Sarpreet Kaur



expenses of the Trust or not, in any Bank or in any Joint Stock Co and withdraw the same from time to time as they may decide. They may open accounts with any Bank or banking institution.

b) No portion of the Trust money shall be lent to, or kept in deposit with, any of the Trustees or any firm in which any of the Trustees may be a partner, nor shall any of the Trustees apply any portion of the Trust property or fund for his own use or benefit either directly or indirectly.

19. The Trustees shall cause to be kept true and correct, accounts of all assets and liabilities and money received and expenses incurred by them in respect of the Trust, and once in every year such accounts together with a balance sheet shall be examined, audited and certified by such auditor or auditors as may be appointed by the Trustees from time to time on such remuneration or otherwise as they may decide. These annual statements of audited accounts shall be adopted and signed by the Trustees soon after the same are ready as stated herein.

All the main account books of the Trust shall be kept at the head office of the Trust or at such other places as the Trustees may decide. The branches of the Trust, wherever established, may, as desired by the Trustees, maintain separate accounts of their own, which shall be incorporated in the Head Office accounts and when considered proper and convenient but not later than the annual closing.

20. The Trustees are authorised to carry on the administration of the Trust in the manner they may

Sampreet Kaur

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31/8/21

*[Handwritten signatures]*

consider best, and for the administration of the Trust, including the purpose or policy thereof, they may frame schemes, rules and regulations and may decide the same from time to time as deemed fit. They may also form committees or sub-committees for the purpose of the administration of the Trust or for management of its properties and business.

21. The Founder may appoint any one or more Trustees as Managing Trustee or Managing Trustees and shall have the power to cancel and vary such appointments. After the death of the Founder, or earlier at his/her discretion, this power shall vest in the Board of Trustees. To the Managing Trustee (or Managing Trustees) may be delegated such powers as the Founder or the Board of Trustees respectively, as the case may be, may decide from time to time by executing a power of attorney or otherwise authorizing the said Managing Trustee (or Managing Trustees) to act jointly or severally and with or without power to sub-delegate any of such powers to any other person considered fit by the Managing Trustees for that purpose.

22. The Trustees may appoint paid or honorary Secretary or Manager and other officers and staff, to manage and administer the Trust and to maintain the books of accounts of the Trust as well as to carry out correspondence and all other business on behalf of the Trust, as may be necessary, and pay their remuneration.

23. The Trustees may, in the conduct of the Trust business, employ agents and other employees and pay them salary or commission as they may, at their discretion, consider necessary, and delegate to or confer upon these agents or

Savpreet Kaur

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25. Any Trustees may employ such authority and power on behalf of the Trust, as the Trustees may deem proper.
24. The Trustees for the time being shall meet at least once in every calendar year and at a time and place to be decided by them for the purpose of transacting the business of the Trust, and the decision of the majority of the Trustees shall regulate such business, provided always that it shall be open to the Trustees to make rules and regulations relating to such meetings and the conduct of their business.
25. Any Trustees may call a meeting of the Board of Trustees by giving each Trustee one week's notice or such shorter notice as the Trustees may decide from time to time. No notice of meeting need be sent to a Trustee who is not in India at the time such meeting is held. A notice calling a meeting of the Trustees may be issued by the Secretary or Manager of the Trust.
26. The quorum for a meeting of the Board of Trustees, unless otherwise determined, shall be two. But this shall not affect the power and right of the continuing Trustee to appoint another Trustee to make up the quorum so long as the number is below that.
27. Any resolution signed by a majority of the Trustees, on circulation to all the Trustees, shall be as good as passed in a meeting of the Board of Trustees.
28. The decision of the majority in case of difference of opinion amongst the Trustees in any matter shall be final. The chairman of a meeting of the Board of Trustees in a matter of tie will have a casting vote.

Sarbjit Kaur

31/8/2021

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29. The Trustees shall not be entitled to any remuneration, but they may be paid all reasonable travelling and other expenses for attending meetings of the Board of Trustees or in connection with the business of the Trust, provided however, that the Managing Trustee/s may be paid any honorarium for special services to the Trust, as may be unanimously decided upon by the Board of Trustees from time to time.
30. In the professed execution of the Trust and powers hereof, no Trustee shall be liable for any loss to the Trust property arising by reason of any investment made in good faith or for the negligence or fraud of any agent or employee, employed by him or her or by any other Trustee, although the employment of such agent or employees was not strictly necessary or expedient, or by reason of any strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustee, or by reason of any other matter or thing, except willful fraud or wrong act on the part of the Trustee who is sought to be made liable.
31. The Trustees shall not spend the trust fund outside the country without the prior approval of CBDT and funds of the trust shall be invested as per the provisions of the Income Tax Act.
32. The aims, objects, purposes, pursuits and other provisions of this Trust Deed have been framed and laid down in accordance with law so that this Trust shall never fail. But if any time the Trustees find or come to know that any provision herein is invalid or contrary to law, it shall be their duty to cancel, and treat as cancelled, such particular provision so that the other

Sarjood kaur

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provisions hereof may not be rendered invalid or otherwise affected.

In the interpretation of this Deed words imparting the singular number include where the context admits or requires, the plural number and vice versa.

Place: Kharar.

JS-Deetha

Saurpreet Kaur

Saurpreet Kaur  
(Donor)

Witness:

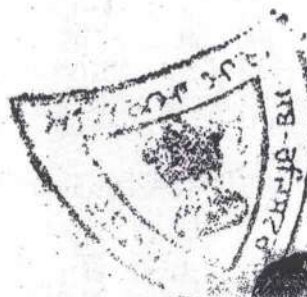
1. Bahadar Singh

2. गिरीश

Trustees:

Yunus

Ravi  
Ravi



31/8/20

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