111 - Maria 1000

1N-6287/10



बिहार BIHAR

10427 अंपबदमाल किंद्र ( जारीबायुक्तिकायुक्

जिला निबंधन कार्यालय,

दिनांक 03/06/2010 को श्री/श्रीमती Madheshwar Singh
निबंधन हेतु उपस्थापित किया गया । इसमें रु० 1000/- मुद्रांक शुल्क एवं रु० 779/- निबंधन तथ अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसक् निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्ष्य पीछे अंकित है । इसे दस्तावेज सं0 303 के रूप में पुस्तक सं0 4 की जिल्द सं0 4 के पृष्ट पाया गया । विकास पाया पाया । जिन लेख्यकारियों ने मेरे समक्ष इसक् पीछे अंकित है । इसे दस्तावेज सं0 303 के रूप में पुस्तक सं0 4 की जिल्द सं0 4 के पृष्ट पाया गया । विकास पाया । विकास पाया

DEED OF TRUST

(Manoj Kumar Sanjay)

Miner Street Street in

Date : 03/06/2010 This Deed of trsut is made on this 2<sup>™</sup> day of June, 2010 between :- पदाधिकारी

1. SHREE MADHESHWAR SINGH S/o Late Ajab Dayal Singh, resident of Village - Kathuan, P.O. Pitro, P.S. - Agiaon Bazar, District - Bhojpur, Bihar here in after called the "settler" (which expression shall unless excluded by or repugnant to the context, deemed to include his heirs, executors, administrators, legal repesentetives and successers in the interest or assignees) of the ONE PART.

AND

 MADHESHWAR SINGH S/o Late Ajab Dayal Singh, resident of Village - Kathuan, P.O. Pitro, P.S. - Agiaon Bazar, District - Bhojpur, Bihar by qualification M.Sc. by profession educationist cum social worker by nationality Indian.



Serial No: 6226 Deed No: 303 Token No: 6287 of 2010 Little Name of Party Index Middle Ring Type & Status Photo Thumb of Party Satyendra Narayan Singh Satzendog Navyko Signature of Party Thakur Prasad Singh 03/6/10 THU Signature of Party Nirmala 3/6/10 Signature of Party bahaday RahVijay, Singh Signature of Party Madheshwar Singh Self

Signature of Party

Madheshwar Singh

03/6/10

Signature of Party

Baban Singh

Identifier

Solete Blodg sings

Stolete Blodg sings

At Author Brane of Party

Proposition of Party



- SATYENDRA NARAYAN SINGH S/o Late Ajab Dayal Singh resident of Village -Kathuan, P.O. - Pitro, P.S. - Agiaon, Bazar, District - Bhojpur, Bihar by qualification M.Sc., by profession Social Worker by nationality Indian.
- Nirmala D/o Late Ganga Prasad resident of At+P.O. Pirauta, P.S.-Ara Muffasil District - Bhojpur, Bihar by qualification Post Graduate by profession Social Worker by nationility Indian.
- Thakur Prasad Singh S/o Late Lal Saheb Singh resident of Dulour, Jagdishpur, Bhojpur, Bihar by qualification M.Sc., B.Ed by profession educationist by nationality Indian.
- Ranvijay Bahadur Singh, S/O of Late Ramlal Singh, resident of Village Rajapur, PS
  Piro, Dist. Bhojpur, Bihar by qualification Graduate by profession Social Worker by
  nationality Indian.

All hereinafter called the "Trustees" (Which expression shall under excluded by or repugnant to the context, be deemed to include their heirs, successors-in-interest, legal representatives or assignees) of the OTHER-PART.

AND WHEREAS the Settler and the Trustees being desirous of foundation of educational institutes, co-education institutes, training institute and college and / or medical institute" hospital etc.

AND WHEREAS the settler named above is the absolute owner of a sum of Rs. 2500/= (Rupees twenty five thousand) only.

AND WHEREAS the said sum of Rs. 25,000/= (Rupees twenty five thousand) has in anticipation of this Deed of Trust been already paid and handed-over the Trustees before execution of this Deed of Trust.

AND WHEREAS the setter voluntarily decided to set up a Charitable Trust i.e. Non Proprietary Trust for the objects specified hereinafter.

AND WHEREAS the TRUSTEES above named have agreed to be the TRUSTEES and hold and apply the same sum of Rs. 25,000/= (Rupees twenty five thousand) only all gifts, contributions, donations, grants, accretion and additions hereto, which they will receive and possess for and in the name of the Trust or on its behalf for fulfillment of the object of the Trust hereinafter.

AND WHEREAS the settler and Trustees are desirous of establishing and running school, college, hospital and other co-educational institutes in the memory of this deceased mother & father under the above Trust imparting education, running and health care centre for facilitating medical relief to the poor, the sick and the suffering.

AND WHEREAS the settler and the Trustees are desirous of creating a Trust with such sum of money or property which may be given by them or other from time to time, an endowment, to be held by the Trustees for the purposes of the Trust and upon the terms and conditions mentioned above.

Son Vijay Bahaden Ley

### NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS :-

### 1. Transfer

The settler is the absolute quener of a sum of Rs. 25,000/= (Rupees twenty five thousand) only and hereby conveys, transfers and grants into the hands of the Trustees named herein above to hold the same for the said Trust to carryout the objects and purposes and for wishes of the settler according to the direction herein below.

#### 2. Name

The name of the Trust shall be DEOMATA EDUCATIONAL AND MEDICAL TRUST.

### 3. Office of the Trust

- 3.1 The office of the Trust shall be situated at Dulour (Baradparva), Jagdishpur, Bhojput, Bihar PIN Code is 802158.
- 3.2 The Trustees shall be at liberty to shift office to other place or may open branch or branches at any place or place with their mutual consent.

### Objects of the Trust

The objects of the Trust shall be the following among others:-

- (a) Of founding and maintaining hospital, medical investigation and research establishments or institution in India for affording facilities of medical relief of the poor, sick and the suffering.
- (b) Of establishing institution and School, College and technical and non technical institutes for imparting education in the fields of medicine, engineering professional training centre and other allied subjects.
- (c) Of running Law College, B.Ed. College, M.Ed. etc., to be in accordance with the rules as may be from time to time be made by the Trustees for the time being, and also for expanding its activities by establishing other Educational, Technological, Industrial Training and Professional Institutions or organisations.

#### 5. Trustees

There shall be minimum three Trustees and maximum seven Trustees

- (a) The 1st (first) Trustees shall be :-Shree Madheshwar Singh Shree Satyendra Narayan Singh
- (b) Shree Madheshwar Singh shall be the Managing Truestee,
- (c) Shree Styendra Narayan Singh shall be the Joint Managing Trustee;
- (d) All the Trustees shall hold office for life or till voluntarily retirement. In the event of

ou Vigay Bakaden of Hakungalo

chiquy polodeer

the office of the managing Trustee becoming vacant the Joint Managing Trustee will take over as the Managing Trustee.

In the event of the office of Joint Managing Trustee becoming vacant, remaining Trustees may co-opt any one of them as the Joint Managing Trustee.

In the event of death of Trustee or a Turstee becomes incapacitated to act as trustee, his spouse or any son will be inducted as Trustee.

Other Trustees shall retire by rotation in two at a time. The retiring Trustees will be eligible to be co-opted for further period.

- (e) The Managing Trustee and the Joint Managing Trustee shall, at heir discretion, coopt any person / person who may be helpful in achieving the objects of the Trust as a Trustee.
- (f) Except for the initial Trustees, who shall cease to be a Trustee only on death or through voluntary resignation, a Trustee shall cease to hold office if he or she;
- (g) Leaves without intimation;
- (h) Does not attend three consecutive meetings of the Trust or fails to attend meetings for one calender year, whichever is longer, or
- (i) Is requested to resign by 2/3rd of the Trustees or as near to this number as possible of the remaining Trustees.
- (j) Any Trustee is at liberty to resigne from the Trust on giving one month prior notice in writing of his or her invention to do so.
- (k) The Trustees shall be responsible only for such moneys, and funds as shall actually come into there hands. A Trustee shall not be answerable or accountable for the neglet, default, acts of omission or commission of other Turstee(s) or of any Banker or other person with who the Trust Properties, funds or any securities have been deposited or kept.

## 6. Power of the Trustees

- (a) The Trustees shall be at liberty and at their discretion to accept any property, contribution, grants, collection, or government or their institutions including foreign agencies / institutions or foreign governments, of the advancements of the objects of the Trust.
- (b) The Trustees shall be entitled to open and maintain Bank Accounts in the name of the Trust with a Bank or Banks, to operate such account(s) and to give instructions to the bank(s) and to provide for opening and operation of such account(s) as resolved by the Trustees.
- (c) The Trustees may borrow or raise money or funds from banks, financial institutions, Government, other institutions, persons, firms, and companies for the purpose and objects of the Trust, on such Terms and Conditions as they my think fit in the interest

of the Trust and Mortgage, pledge or otherwise secure all or any of the properties or investments for the Trust as a security against such borrowing.

- (d) Trustees shall be at liberty to sell and or realize the Trust property, if and when acquired, in future or funds and invest the sale proceeds thereof or any other moneys, being part of the Trust fund, in any manner as the trustees may from time to time think fit within the scope of this Trust and within the scope of law.
- (e) The Trustees may land money either with or without security.
- (f) The Trustees may set apart any part of the income of the Trust for spending in future for any of the objects of the Trust in accordance with the provisions of the law including the income Tax Law applicable for the time being.
- (g) The Trustees may create a corpus fund out of any specific grant or donations or out of the income of the Trust and invest the same in suitable long term investments and may invest the sale proceeds or any part thereof for all or any of the charitable objects and purposes of the Trust.
- (h) The Managing Trustee or the Trustees may appoint regular, permanent, part time or honorary staff, if necessary and according to the requirement for managing or working of the Trust and use the Trust funds for payment of their salary, compensation, expenses etc.
- (i) The Trustees may subject to the provisions of law, contribute to the funds of any professional association, individual, firm corporate body, society, organization or institutions, which in the opinion of the Trustees in beneficial to the Trust.
- (j) The Trustees may conduct workshops, conferences, seminars, meeting forums, symposia and create opportunities for medical professional researchers, scholars, technicians and interested persons to meet regularly to exchange views, notes, research findings and inventions and to publish news letters, books, magazines, periodicals and / or leaflets related to the aims, objects and purposes of the Trust.
- (k) The Trustees may reimburse themselves for all expenses actually incurred or spent by them in connection with the Trust or affairs of the Trust or their duties relating thereto.
- (I) The Trustees may join, co-operate or amalgamate this Trust with other or others having allied objects, upon such terms and conditions as the Trustees may in their discretion thinkfit, particularly having regard to and the conformity, with the aim sand objects and nature of the Trust.
- (m) The Trustees may institute, defend, adjust, settle, compromise, compound, refer to Arbitration, all actions, suits, claims, demands, and proceeding regarding the Trust property or the Trust funds.
- (n) The Trustees have power to frame rules and regulations to carry out and to give effect to the objects and purposes of the Trust and / or managing the affairs of the Trust and to alter, and or amend the same from time to time.

Jour Vy ay Bohadew Anis

(o) The Trustees may do any other thing or things which is / are incidental and conductive to the attainment of the other and objects or any of them.

### 7. Meeting

- (a) The Managing Trustees for the time being shall be authorised to call meeting of the Trustees by giving notice in writing or ovally by the three Trustees.
- (b) Three Trustees shall form a Quorum for a meeting of the Trustees.
- (c) All matters will be decided mutually by the Trustees or by the majority of the Trustees at a meeting convened for that purpose.
- (d) Resolutions may be passed without holding a meeting of the Trustees by circulating in writing the proposed resolutions, which must be endorsed by the 1/3rd of the Trustees. If resolutions are endorsed in this manner, they shall be as valid and effectual as resolutions passed at a meeting of the Trust.
- (e) The Trustees shall keep or cause to be kept a minutes book of the proceeding of the meeting.
- (f) The Trustees may, if so decided unanimously, dissolve the Trust and transfer the Trust and / or such part of portion thereof as shall, for the time being remain in the hands of the Trustees, or the investment and properties of the Trust or a part thereof to any other institutions or Trust for pursuing the objects specified, but no part of the Trust funds, assets or liabilities shall be transferrable to the settler or any of the Trustees at any time or under any circumstances, upon dissolution.

# 8. Finance and Account

- (a) It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon or refer to arbitration any action or proceeding or dispute, claim, demand or things, proper for such purposes without being responsible for any loss occasioned hereby.
- (b) It shall be lawfull for the Trustees to borrow money either on the security of any property belonging to the Trust or otherwise to fulfill any or all of the aims and objects of the Trust and it shall be lawful for the Trustees to make this borrowing, and the payment of any interest that may result, on such terms and conditions as they thinkfit.
- (c) It shall be lawful for the Trustees to apply to the Government, Public bodies, urban, local, municipal district and other bodies, corporations, companies or person for and to accept grant of money, aid, donations, gifts, subscription and other assistance with a view to promoting the aims and objects of the Trust and to discuss and negotiate with government departments, public and other bodies, corporation, companies or persons, schemes and other works and matters within the aim and objects of the Trust and to confirm, to any proper condition upon which such grants and other payments may be made.

Hauligay Bahadeer seigh

The Trustees shall cause true and accurate accounts to be kept of all money, (d) received and spent and of all matters in respect thereof in the course of the management of the Trust property or in relation to the carrying out of the aims and objects of the Trust as well as all assets, credits and effects of the Trust property. the accounting year of the Trust shall be financial year that is year ending 31st (e) March every year. The accounts of the Trust shall be audited every year by a firm of chartered (f) accountants, appointed by the Trustees. Application of Trust Property / Income 9. It is expressly declared that no part of the trust property or income of the Trust shall be applied for any purpose outside India or for any purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly. 10. Jurisdiction The Trust shall be authorised to function through-out India. (a) Should any legal disputes, claim, or litigation within the Jurisdiction of the law arise (b) they will only be considered valid in they are logded within the preferments of the court of Ara, Bihar. 11. Dissolution The event of the dissolution or winding up of the Trust. The assets remaining on the dissolution shall be transferred to another Trust, Society or institution whose objects of are similar to those of this Trust and that in no event shall the assets so remaining be distributed among the Trustees. IN WITNESSES WHERE OFF THE SETTLER hereto has singed his name here unto on the day, month and year specified in the front of this Trust Deed. SIGNED AND DELIVERED IN THE PRESENCE OF AND SIGNATURE OF TRUSTEES 2. Satyendra Narayan Szngh 4. Thatkur Rossad Sigs 5. Ran Vijay Bohaden Seigh

Composed by Neelam Pandey, Arrah.

# Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21: duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 64. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. Addl. Stamp duty paid under RDA/Municipal Act Rs									<b>1000</b> 0							
(Pa				00/-				mp Paper		Rs. 779/-	t	hrough B	ank Cha	llan.)		
PAID	A1			518	C			0 H1b		0 Ka1	0 Lii		0 LLR			0
	A8			0	D			0 H2	0	K1b	0 Liii	Liii	0 Proc. Fee		Fee	0
FEE	A9			0	DE	)		0 1	. 0	K1c	0	Mb	0		Total Fee	
u_	A10			0	E			0 J1	0	K2	0	Na	36			
	В			0	H1	а		0 J2	0	Li	0	Scan	225		779	: 2
Da	te:														Register	ring Office

## **Endorsement under section 52**

Presented for registration at 12:43 PM on the day Thursday, 03rd June '2010 at the Bhojpur (Arra) D. R./S. R. Office by Madheshwar Singh
Late Ajab Dayal Singh

by profession Agriculture.

Signature of Presentant

Megistering Officer

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photgraphs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Baban Singh age .... Sex M son/daughter of Late Bhola Singh resident of Akhityarpur, Udwantnagar, Bhojpur.

Date:

Endorsement of Certificate of Registration under section 60

Registered in Book 4 of DSRO/ SRO Ara(Bhojpur) having 9 pages, in the volume CD-1 and document no. of

which is printed on the First Page of the document.

Date:

Registering Officer3

Token No. 6287

SCORE Ver. 2.0 (Vinayak)

NICNET