

Deed of Trust 100/- 409



झारखण्ड JHARKHAND

Handwritten notes in Hindi, including '4-6-09' and '4-6-09'.

Handwritten signatures and initials.

571632  
416109



Handwritten text: 'योगेश्वर शर्मा' and '416109'.

DECLARATION OF TRUST

THIS DEED OF TRUST is made on this the 4th day of JUNE, Two Thousand Nine BY SHRI YOGENDRA SHARMA, son of Sri Shyamalal Singh, by faith Hindu, by caste Bhumihar, by occupation Business, resident of Babudih, P.O. 'B' Polytechnic, P.S. and District Dhanbad, hereinafter called and referred to as the SETTLOR (of the Trust and the SETTLOR of the Trust is hereby appointing following as TRUSTEES of the Trust. The details of Trustees are as under:-

1. SHRI RAKESH KUMAR, son of Late Rabindra Prasad Singh by faith Hindu, by caste Bhumihar, by occupation Business, resident of Babudih, P.O. 'B' Polytechnic, P.S. Dhanbad, in the District of Dhanbad.
2. SMT. RANJU DEVI, wife of SHRI Yogendra Sharma, by faith Hindu, by caste Bhumihar, by occupation Housewife, resident of Babudih, P.O. 'B' Polytechnic, P.S. Dhanbad, District Dhanbad.

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S.No 4731 Sold On 3/6/09  
Sold To Bapu Educational & Charitable Trust  
Of Nawadih P.S. Dhanbad  
Value Rs. 10/-  
Through Y. Sharma  
Part of Stamp No. 415109

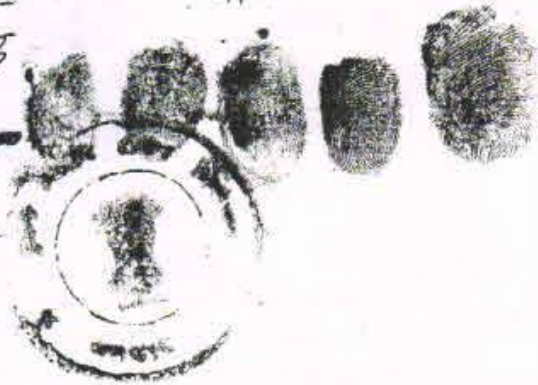
ANANDA KUMAR CHATTARAJ  
STAMP VENDOR, DHANBAD  
L.No.16/1971-72



Registered  
Dhanbad

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3. SMT. SANGITA SHARMA, wife of Shri Rakesh Kumar, by faith Hindu, by caste Bhumihaar, by occupation Housewife, resident of Babudih, P.O. 'B' Polytechnic, P.S. Dhanbad, in the District Dhanbad.

4. SRI JITENDRA KUMAR SINGH, son of Sri Shyamlal Singh, by faith Hindu, by caste Bhumihaar, by occupation Business, resident of Babudih, P.O. 'B' Polytechnic, P.S. & District Dhanbad.

5. SRI PAWAN KUMAR, son of Sri Siya Sharan Prasad Singh, by faith Hindu, by caste Bhumihaar, by occupation Business resident of Babudih, P.O. 'B' Polytechnic, P.S. & District Dhanbad, hereinafter called and referred to as the TRUSTEES (which expression shall unless inconsistent with or repugnant to the subject or context thereof include the survivor of them for the time being of these presents and the executors or administrators.

WHEREAS the SETTLOR is desirous of aiming to uplift common masses in the Society, accordingly he has decided to create a Public Charitable Trust and has on this 18th day of May, 2009 set apart the sum of Rs.5000/- to begin with for extending humanitarian services in all their form and substance to the needy, oppressed deserving and promising Indian Citizen who are in dire need of economic, medical and moral upliftment.

In pursuance of the aforesaid desire and for carrying out such desire into effect, he has settled Rs.5000/- on the Trustees hereinabove mentioned to hold the same upon Trust and to utilize the Trust Fund, including all accumulation and accretion thereto and moral hereinafter mentioned.

NOW THIS DEED OF TRUST WITNESSETH AS UNDER:-

A) That the Author of the Trust through this TRUST DEED settled Rs.5000/- in favour of Trustees mentioned herein above

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for the purpose of the Trust. The Trustees shall utilize the Trust Fund (including any income, addition, accretion or accumulation to the fund) for achieving the aims and objectives of the Trust mentioned hereinafter,

B) That the Trust shall function in the name and style BAPU EDUCATIONAL CHARITABLE TRUST and its Registered office shall be situated at Nawadih, opposite Asrafi Hospital, P.O. 'B' Polytechnic, Dhanbad in the District of Dhanbad, State Jharkhand (India) The Trustees shall be free to run its Branches or activities at any other place or places as mutually among the trustees.

C) The Trustees shall stand possessed of the aforesaid amount of Rs.5000/- and such further capital endorsements or addition to the corpus or donations, voluntary contributions subscriptions or legacies in cash or kind, as may be invited and received or received without invitation or accepted by the Trustees from time to time from any person or persons institutions, government or members of Public and all accretions thereto and income thereto and income thereof. All these receipts shall be treated as forming part to the Trust fund being the subject matter of these present.

D) That the aims and objectives for which this trust is created and for which the Trust fund may be utilized are as follows:-

- i. To open, run and continue an educational and vocational school or institution in healthy surroundings.
- ii To appoint teachers, professors, instructors and experts of good moral character and conduct, able to impart efficiently and economically upto date instruction to students and public in modern science. Industrial vocational, reserach works intellectuals and other useful pursuits.
- iii To develop appropriate healthy as well as critical attitude towards the development of mental, physical

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and moral uplift of the students and all these connected with the Institution so as to make them good citizens.

- iv. To establish, maintain and run appropriate boarding house and residential accommodation for the students and those connected with the institution render services in the field of education, medical relief and relief to the poor, irrespective of caste, creed, race, religion or language.
- v. To invest, dispose of, transfer and otherwise deal with the subject matter of the trust in such manner as the trustees should deem fit so as to enable the Trust to carry of the object of the trust effectively.
- vi. To accept donations, agrants, presents and other offerings and to deal with the same for the purpose of the trust.
- vii. To lift the public from the curses of poverty, hunger, illiteracy and diseases by starting and carrying out concentrated and intensive programme.
- viii. To promote cultural and artistic subjects/works like drawing, painting, music, shows, dramatic, performances and dances, reflecting/exhibiting Indian culture/traditions.
- ix. To promote such activities as may result in mental and/or physical well being of the members of the society in general.
- x. To acquire, construct and maintain Charitable homes/buildings for providing temporary accommodations to persons for the purpose of study and medical treatment.



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1. BOARD OF TRUSTEES? CONSTITUTION ETC.

1. The Trustees shall elect among themselves, the Chairman, the Secretary and the Treasurer to the Board of Trustees of the Trust.
- ii. Any vacancy in the Board of Trustees shall be the filled by existing Trustees.
- iii. The Chairman may at his discretion and/or any two Trustees convene a meeting of the trustees. At least one meeting of the Board of Trustees shall be held every year.
- iv. The Trustees presence in person shall form quorum for any meeting.
- v. All questions arising at a meeting of the Trustees shall be decided by a majority of votes, and in the case of equality of votes, the Chairman shall have a Second or casting vote.
- vi. A resolution in writing circulated amongst all the Trustees and passed by majority of the Trustees, shall be valid and effective and if it had been passed at the meeting of the Trustees duly called and convened in that behalf.
- vii. Minutes of the present and every meeting of the Board of Trustees shall be entered in a Book to be kept that purpose only and signed by the Chairman of such meeting or the following meeting after they have been read and so entered and signed as a conclusive evidence of the business and other matter transacted.
- viii. The liability, if any of the Trustees shall be personal towards the Trust and a Trustee shall not be liable for any loss of the Trust property due to acts of any their Trustee/Trustees.

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ix. Any Trustees may retire by tendering resignation and giving charge of the Trust property under his control and it shall not be necessary to explain any reason for the retirement.

x. The Trustees shall not be entitled for any remuneration for acting as Trustees, but they shall be entitled to get reasonable remuneration for services rendered by them in any other way due to their specific professional knowledge, experience or expertise.

2. MISCELLANEOUS:

1. The Trustees may invite or accept any property or properties movable or immovable in cash or kind, or capital endowments or addition to corpus and may also invite, receive or accept voluntary contribution or donations or subscriptions or legacies in cash or in kind to have and to hold all of them upto the Trustees forever upon trust for the purposes of the Trust and such capital endowment or addition or corpus or donations at their discretion without assigning any reason.

ii If any capital endowment or addition or corpus in cash or in kind, or any voluntary contribution or donation or subscription or legacies shall be made, paid or given for the purpose of these presents upon or subject to special condition, it shall be lawful for the Trustees to apply the same upon and subject to such conditions, but not in derogation of the purposes for which the Trust is constituted but otherwise as nearly as possible in conformity with such purposes.

iii The Trustees may help by donations or otherwise other Trusts or institutions having similar objectives, or may create other trusts or institutions.

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having similar objectives or may amalgamate the Trusts or trust funds or any portions thereof with any Trust or Trusts fund or institutions having similar objectives upon such terms as they may, in their absolute discretion think fit and proper.

- iv. The management and control of the affairs of the Trust aforesaid shall be vested in the Trustees with full power and absolute authority for the purpose of administration of the Trust aforesaid in such manner and subject to such rule, regulations and by laws not inconsistent with or repugnant to any of the provisions hereby as the Trustees may from time to time prescribe.
- v. The Trustees appointed in the Board meeting of minimum three members may from time to time open and maintain in the name of the Trust, banking accounts, at such banking company or companies to which the Banking Regulations Act, 1949 applied (including any bank or banking institution referred to under section 51 of that Act) or post office saving bank as they may from time to time decide, and may at any time pay or cause to be paid any money of the Trust to the credit of such account or accounts, or place or cause to be placed any money of the Trust in deposit with any such bank or banks, such account or accounts shall be operated under the signatures of any two of such persons as may be authorized by the Trustees from time to time.
- vi. Any money required to be invested by these present shall be invested in the manner provided in the name if the Trust or Trustees shall have the power from time to time, to vary any securities and investments held by the Trustees hereunder, provided that no investments or application of Trust Fund shall be made in contravention of the provisions of Section 13 of the Income Tax Act, 1961 as amended from time to time. All moneys conveyance or other Assurance in respect of any immovable property or properties forming part of the trust fund shall



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being of these presents.

- vii. The Trustees shall have the following additional powers:-
- a. The Trustees appointed in the Board meeting of minimum three Trustees, may lodge for safe custody of the share securities, investments any other property forming part of the Trust fund and the document held by them relating to any property of the Trust under these present with any Bank or Banks mentioned above on such terms as to the payment of their charges for the same, as also for the withdrawal and deposit of securities of other matters as may from time to time be agreed upon between such Bank and the Trustees.
- b. The Trustees appointed in the board meeting of minimum three members may unless they in their discretion think it necessary or inadvisable, authorise such bank as aforesaid on such terms as to their remuneration as may from time to time be agreed upon to collect the interest, dividends and income of the Trust fund and to credit the same to current account of the Trust with the said Bank.
- c. At their absolute discretion, instead of acting personally, the trustees may employ and/or pay any agent, including any bank, to do any act whatsoever in relation to the Trust of these presents including the receipts and payment of money, without being liable for any loss and shall be entitled to charge and be paid all usual professional or other charges for services rendered by him or his firm in relation to the Trust purposes or the Trust of these presents whether in the ordinary course of his Trust purposes or the not any although not of a nature requiring the employment of lawyers or other professional persons.

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d. The Trustees appointed in the Board meeting of minimum three members, may from time to time appoint, upon such terms with or without remuneration as they may decide a manager or managers, officer or officers clerks and other officials, caretakers and servants for any immovable property of these presents, subject to the provisions of this Trust deed as the Trustees may deem expedient for any of the purposes connected with these presents and may set apart rooms in the various buildings subject to the provisions of these presents as quarters, whether free or otherwise for such caretakers and servants and may at any time remove any such manager, official, clerk, caretaker or servant.

e. The Trustees appointed in the Board meeting of minimum three shall have the power and be entitled to commence or prosecution or defense of any suit, criminal or revenue or before any Govt. department or any public body, concerning or touching any matter relating to the Trust fund and to compromise or refer to Arbitration abandon or submit to judgement any such action or proceeding and to appoint pleaders, Attorneys or advocates in that behalf and pay and allow all fees, costs and expenses, necessary to be paid or allowed in the premises and to sign, execute present and file all applications, complaints, petitions written statements, vakalatnamas, warrants of Attorney affidavits, memorandum of appeal and other documents of any description whatsoever necessary in such suits or proceedings and generally in such suits or proceedings and generally representing the said Trust and the Trust fund without being responsible for any loss occasioned thereby.

f. The Trustees appointed in the Board meeting of minimum three Trustees, shall be entitled for and on behalf of the Trust to enter into contracts or other engagements in the name of the Trust or in any other such name as may be adopted by the Trustees for the purpose of the Trust and it shall be sufficient

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if any contracts, deeds assurances, bill, cheques, receipts or other documents required to be signed on behalf of the Trustees are signed by the Trustees or any person duly authorised in that behalf.

g. The Trustees appointed in the Board meeting of minimum three, Trust may pay all taxes, charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Estate or assets and may carry out repairs which may from time to time be required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs, charges and expenses for and may incur all other costs charges and expenses for and incidental to administration and management of the Trust fund and the properties for the time being belonging to the Trust as they may in their absolute discretion think proper.

h. The Trustees appointed in the Board of meeting of minimum three times may purchase, acquire, hold, manage improve, develop, exchange sell, lease, mortgage, dispose off or otherwise deal with or turn into account all kinds of property of the Trust or the Trustees may raise or borrow money required for the purpose of the Trust on the mortgage or pledge of the Trust properties or any part thereof with or without any security on such terms as they may in their absolute discretion.

i The Trustees appointed in the meeting of minimum three members shall be entitled at their discretion to sell or convert any investments for the time being comprising the trust funds and invest the net proceeds thereof as provided by these presents.

j. The trustees appointed in the Board meeting of minimum three members shall have the power to sell the Trust properties or any part thereof either by public contracts or public auction with or without stipulating as to the title or otherwise and the Trustees may buy any property or any part thereof or vary any contract for sale or resale without



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being answerable for the loss occasioned thereby and may for the purposes answerable for the loss occasioned thereby and may for the purposes aforesaid or any of them, decided and to do all such acts, deeds, assurance and things as they shall think fit. The Trustees shall out of the money which shall arise from any such sale, aforesaid pay and satisfy the expenses incurred in or about the same and the balance shall be deemed to be a part of the Trust fund and shall be dealt with accordingly. Upon any sale or other transfer by the Trustees under the power aforesaid the purchaser or purchasers transferee or transferees dealing bonafide with the trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly or regularly observed or performed. Neither shall the purchaser or purchasers, transferees be concerned to see to the application of the purchase monies or other consideration or be answerable for the loss misapplication or non application thereof.

K. The Trustees appointed in the meeting of minimum three members shall have the power to pull down, renovate, rebuild, after, improve, develop or repair any immovable property comprised in the Trust fund or construct any structure on any land forming part of the Trust fund or enter into any agreements or covenants with owners of or persons interested in any other properties whether restrictive or otherwise for the benefit of the properties comprised in the Trust fund or insure any immovable properties against loss by fire, lightning or against loss of rents as they may think proper from time to time. Trustees shall have the power to use the income and interest of the Trust fund from time to time for rebuilding or reinstating immovable properties or erecting new buildings.

l. The Trustees appointed in the Board meeting of minimum three members may draw, make, negotiate, endorse, discount, execute and issue cheques, notes or other negotiable or transferable instruments, securities for the purpose of the Trust and delegate such power to such persons in such manner as they think fit.

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m. The Trustees appointed in the board meeting of minimum three members, may do all acts, matters and things which are conductive, incidental and/or ancillary to the foregoing aims or objectives of the Trust or which are necessary or can conveniently be out for the attainment of the above aims and objectives.

n. The trustees appointed in the Board meeting of minimum three trustees shall have the power to frame schemes bye laws, rules and regulations or appointment committees for carrying out or for administratng the Trust and otherwise for giving effect to the objectives and purposes hereof and to very later, add to or modify the same from time to time as the Trustees may in their discretion deem fit and proper.

o. The Trustees appointed in the Board meeting of minimum three Trustees shall have the right to reimburse themselves and from time to time meet, pay and discharge all expenses incurred in or about the management of the Trust property, the execution of the Trust or of their duties under these presents, first out of the income and then, if necessary out of the Trust fund.

p. The Trustees appointed in the Board meeting of minimum three trustees shall cause proper books of accounts to be kept wherein shall be entered a true and accura account of all monies received disbursed or spent in connection with or in the course of management of the said Trust fund and its properties or in relatingo the carrying out of the objectives and purposes thereof as well as of all the assets, liabilities and effects of the Trust fund. The accounts shall be audited by a chartered accountant.

q. The Trustees appointed in the board meeting of minimum three Trustees shall be respectively chargeable only for such property monies, funds and securities as they respectively actually have received notwithstanding their respective signing of any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, neglects or default and not for those of each other, nor for any bankers brockers, auctioners or other persons with whom or into whose hands the trust fund or partially with the investigation for

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or any property for for any defect in the title on the purchase of any property nor for the insufficiency or deficiency of any funds or securities nor for any other loss unless the same shall happen through their own default respectively.

r. The accounting year of the Trust shall be from 1st. April to 31st. March.

s. The annual accounts of the Trusts shall be audited by a Chartered Accountant appointed in the meeting of the Board of Trustees.

t. On point where no express provision has been made in these present, the provisions of the Indian Trust Act and the statutory modifications thereof shall apply.

u. The Board of Trustees may frame such rules and regulations and pass resolutions which would be helpful for the Trust or Trust fund and attainment of its objects. The rules and regulations framed or resolutions passed by the Board of Trustees or any addition, rectification or changes made which are not inconsistent with the aims and objects of the trust, shall have effect as if that is included in the original deed of Trust.

3. AMENDMENT:

The amendment in this Trust deed shall only be effected, if the same is approved by the majority of the trustees.

I, the SETTLOR of the Trust, do hereby declare that I have settled this TRUST and executed this Trust deed with my own and without any coercion with sound mind and full senses. I have handed over the Trust fund to the Trustees mentioned herein above for the purposes of the Trust.





निबंधन विभाग, झारखंड  
धनबाद

Token No.2 Token Date: 04/06/2009 11:49:57

Serial/Deed No./Year :6414/409/2009

Deed Type: Trust

SN	Party Details	Photo	Thumb
1	<b>Yogendra Sharma</b> Father/Husband Name:Shyam Lal Singh (Trustator) babudih,ps.& dist dhanbad		
2	<b>Rakesh Kumar</b> Father/Husband Name:Late Rabindra Prasad Singh (TRUSTEE) Babudih,Ps.& Dist Dhanbad		
3	<b>Ranju Devi</b> Father/Husband Name:Yogendra Sharma (TRUSTEE) Babudih,Ps.& Dist Dhanbad		
4	<b>Sangita Sharma</b> Father/Husband Name:Rakesh Kumar (TRUSTEE) Babudih,Ps.& Dist Dhanbad		
5	<b>Jitendra Kumar Singh</b> Father/Husband Name:Shyam Lal Singh (TRUSTEE) Babudih,Ps.& Dist Dhanbad		
6	<b>Pawan Kumar</b> Father/Husband Name:Siya Sharan Prasad Singh (TRUSTEE) Babudih,Ps.& Dist Dhanbad		

Book No. IV  
Volume 10  
Page 141 To 174  
Deed No 6414/409  
Year 2009  
Date 04/06/2009 12:54:44



District Sub Registrar

Signature of Operator





निबंधन विभाग, झारखंड  
धनबाद

Token No.2 Token Date: 04/06/2009 11:49:57  
Serial/Deed No./Year :6414/409/2009  
Deed Type: Trust

SN	Party Details	Photo	Thumb
7	<b>Suwan Kumar</b> Father/Husband Name:Siya Sharan Prasad Singh (Identifier) Babudih,Ps.& Dist Dhanbad		
8	<b>Suwan Kumar</b> Father/Husband Name:Siya Sharan Prasad Singh (Witness1) Babudih,Ps.& Dist Dhanbad	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	<b>Goutam Kumar Chatterjee</b> Father/Husband Name:D.K.Chatterjee (Witness2) Hirapur ,Dhanbad	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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Volume 10  
Page 141 To 174  
Deed No 6414/409  
Year 2009  
Date 04/06/2009 12:54:44

  
District Sub Registrar

  
Signature of Operator

श्री गणेशाय नमः  
4/6/09

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TRUSTEES

1. Rakesh Kumar  
4.06.09

2. राजेश  
4.06.09

3. Sangita Sharma  
4.06.09

4. जितेंद्र कुमार सिंह  
4.06.09

5. Pawan Kumar  
4.06.09

WITNESSES:

1. Suwan Kumar  
Sri. Siya Sharan Pd. Singh  
(Babudikh Dhanbad)

2. Goutam Seemal  
Chatterjee  
Dhanbad  
4.06.09

Certified that the finger prints of the left hand of the settlor whose photographs affixed in the document have been duly obtained before me.

T. N. Manojee (Adv.)  
Signature Dhanbad

Licence No.





निबंधन विभाग, झारखंड  
धनबाद  
जांच पर्चा-सह घोषणा पत्र (नियम 114)

Token No: 2

Token Date/Time: 04/06/2009 11:49:57

Document Type	Trust	Presenter	Yogendra Sharma	
Presenter Name & Address	Babudih, Ps. & Dist Dhanbad			
Date of Entry	04/06/2009	DOE	Total Pages	34
Document Value	0	Stamp Value	100	Book IV
Special Type		Serial No.	0	CNO/PNO
Remarks / Other Details				

Property Details:

Anchal	Th.No.	Wrd/Hik	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area
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Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	Trustator	Yogendra Sharma	Shyam Lal Singh	Business	Other		babudih, ps. & dist dhanbad
2	TRUSTEE	Rakesh Kumar	Late Rabindra Prasad Singh	Business	Other		Babudih, Ps. & Dist Dhanbad
3	TRUSTEE	Ranju Devi	Yogendra Sharma	H Wife	Other		Babudih, Ps. & Dist Dhanbad
4	TRUSTEE	Sangita Sharma	Rakesh Kumar	H Wife	Other		Babudih, Ps. & Dist Dhanbad
5	TRUSTEE	Jitendra Kumar Singh	Shyam Lal Singh	Business	Other		Babudih, Ps. & Dist Dhanbad
6	TRUSTEE	Pawan Kumar	Siya Sharan Prasad Singh	Business	Other		Babudih, Ps. & Dist Dhanbad
7	Identifier	Suwan Kumar	Siya Sharan Prasad Singh	Business	Other		Babudih, Ps. & Dist Dhanbad
8	Witness1	Suwan Kumar	Siya Sharan Prasad Singh	Business	Other		Babudih, Ps. & Dist Dhanbad
9	Witness2	Goutam Kumar Chatterjee	D.K.Chatterjee	Business	Other		Hirapur, Dhanbad

Fee Details:

SN	Description	Amount
1	E	250.00
2	SP	510.00
Total		760.00

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंट्र फॉर्म के अनुरूप डाटा इंट्रि की गई है।

हस्ताक्षर  
डाटा इंटर ओपरेटर का हस्ताक्षर

उपर्युक्त ..... ने इस दस्तावेज के निष्पादन को मेरे समक्ष स्वीकार किया

जिसकी ..... पिता .....  
पहचान ..... पेशा ..... ने की।  
नियामी .....  
निबंधन उदाधिकारी का हस्ताक्षर