

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



बिहार BIHAR 705 100 20/6/2006 बिहार के उभास पदरामपुत्रा (पु. 21. 1. 1939)

रा. मवाना (जिरा) जमा खतीना वस्तु नं. 214/47 बिहार

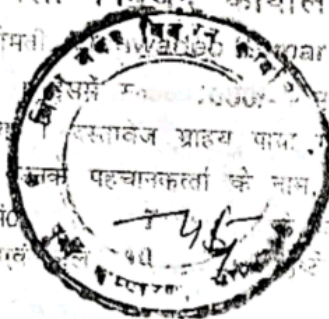
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बिहार सरकार

जिला निबंधन कार्यालय, मोतिहारी

दिनांक 05/07/2006 को श्री/श्रीमती

निबंधन हेतु उपस्थापित किया गया है। इसमें नं. 2000-2 प्रमाण, मुद्रा एवं नं. 627/- निबंधन नं. अन्य शुल्क का भुगतान किया गया है। दस्तावेज ग्राह्य पात्र, जिस लेखिकाओं ने ये ग्राह्य दस्तावेज निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, मोटे अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं. 45 में प्रस्तुत सं. 4 की निशान में आज निबंधित एवं 45 में संघारित किया गया।



Date : 05/07/2006

Dead of Trust

(Bidyand Paswan)

निबंधन अधिकारी

THIS INDENTURE is made this 23th day of June 2006
BETWEEN VISHWA DEO KUMAR SON OF LATE RAM PADARATH RAM
by faith by occupation BUSSINESS
residing at BHAWANI PUR ZIRAT P.S. CHHATAUNI hereafter called
the "SETTLOR" (Which expression shall unless excluded by or repugnant to the
subject or context be deemed to include his heirs, executors, administrators, assigns,
and representatives) of the ONE PART AND RAHUL KUMAR Son of
VISHWA DEO KUMAR by faith by occupation
BUSSINESS Residing at CHHATAUNI Chowk P.S. CHHATAUNI hereinafter
excluded by or repugnant to the subject and context be deemed to include the
trustee or trustees for the time being of these presents and /or Survivors of any of
them and their Successors in Office of the OTHER PART :

Principal
Delhi Public School Jubilee
Janpui Chowk, Motihari

Principal
Delhi Public School Jubilee
Janpui Chowk, Motihari

Q

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Book Deed No : 7

Token No : 748

Reg Year : 2006

Prestype

Pres. Code

Name with Signature

Photo

Thumb

Index

Middle

Ring

Little

Rahul Kumar

Rahul Kumar

Self

Vishwadeo Kumar

Vishwadeo Kumar

Vishwadeo Kumar

Identifier

pnkaj kumar

Pankaj Kumar

198
52/06

Vishwadeo Kumar
1984-03-11

199
52/06

W: Pankaj Kumar 517106

WHEREAS

1. The Settlor is desirous of creating an endowment by setting apart and establishing a Fund for the Public religious and Charitable objects and purposes in India hereinafter expressed.
2. The Trustees have at the request of Settlor agreed to act as Trustees of these presents upon the terms and provision hereinafter contained.

NOW THIS INDENTURE WITNESSETH as follows:

1. In order to effectuate the said object of creating and establishing a Trust, the Settlor has delivered to and made over to the Trustees a sum of Rs. 10,000..... (Rupees ~~TEN THOUSAND~~.....) only, with intent to part with all his right, title and interest claim therein and vest the same in the Trustees to have and to hold the same and the investment or investments for the time being representing the same and all other properties that may for the time being represent the trust estate together with all additions and accretions thereto and all accumulated income thereof and all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as "THE TRUST FUND") for the charitable objects and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained of and concerning the same.

2. The name of the Trust shall be "DPS: ~~JUBILEE~~ TRUST" and the office of the trust shall be situated at No. ~~MDJHARI~~ which may be removed from time to time to such other place or places as the trustees may deem fit and proper at their discretion.

3. The objects of the Trust shall be :-

(i) to establish, program, set-up, run, maintain, assist, finance support and / or aid to or help in the setting up and / or maintaining and / or running schools and other institutions orphanages, widow homes, lunatic asylums, poor houses or other establishments for relief and / or help to the poor, old and infirm people and / or destitutes.

(ii) To give, provide and / or render help and assistance in cash or kind to poor and / or destitute people widows, etc.

(iii) To give, provide and / or render help and assistance to and / or implement any scheme for providing livelihood and upliftment of the poor.

(iv) To give, provide and / or render food, medicine and other help and / or assistance in any shape or form to the poor deserving and needy persons.

(v) To give, provide and / or render monetary and / or other help and assistance for the relief of persons and animals affected by natural and other calamities such as flood, fire famine, cyclone, earthquake, storm, accident, pestilence, drought, epidemic, unbearable cost of living and like, to give donations, subscriptions or contributions to institutions, establishments, centres or persons doing relief work on such occasions.

(vi) To start, maintain and assist any relief measures in those parts which are or become subjected to natural calamities such as flood, fire, drought, famine cyclone, earthquake, epidemic, storm, accident, pestilence, etc.

(vii) To establish, maintain or grant aid for the establishment or maintenance of wells, tube-wells, tanks, water-reservoirs and trees and constructions of and repairs to paths, roads, bridges, etc. for the use of the public.

(viii) To give, provide, distribute dhoties, blankets, rugs woolen clothing, quilts of cotton, woolen, silk, or other varieties of cloths or other articles of necessity and facilities for the poor.

(ix) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and / or aid or help in the setting up and / or maintaining and / or running schools, colleges, lecturer halls and other establishments or institutions for advancement of education of knowledge in arts, science, nature, humanities and all other useful subjects in all their manifestations.

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Janpul Chowk, Motihari
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Principal

- (x) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up and/ or maintaining and/ or running hospitals, boarding houses, libraries, reading - rooms, gymnasium and other training and vocational institutes.
- (xi) To promote, advance and encourage and/ or aid in helping, promoting, advancing and encouraging primary, secondary and higher education including technical and medical education also physical training, training of handicrafts, fine art and other useful arts, crafts among the public including the establishment and maintenance of Shilpa - Shikshalayas, Kala - Kendras and other welfare centers for them.
- (xii) To foster and encourage education and training in handicrafts, fine arts, among women folk in general and establish and found institutions imparting such education and to establish, maintain, support or help by monetary gifts or otherwise, centers and institutions for women and children and to provide social welfare works for women and children.
- (xiii) To meet traveling, boarding and lodging expenses for students going abroad for higher commercial and technical education.
- (xiv) To grant, pay or give scholarship, stipends, prizes, rewards, allowance and other financial assistance or help in cash or kind to students with a view to help them in prosecuting their studies in schools, colleges, educational institutions, technical institution, art school, institutions teaching commercial and other training, research or educational works in India or abroad.
- (xv) To open, found, establish, promote, set-up, run maintain, assist, finance, support and/ or aid or help in the setting up and / or maintaining and / or running hospitals, charitable dispensaries, maternity homes, child welfare centers, convalescent homes, sanatoriums, hostels and other similar institutions or centers of rendering or providing medical relief and / or aid to the suffering humanity or for research centers and institutions for promotion of research and education for medical science including surgery.
- (xvi) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and / or aid or help in the setting up and / or maintaining and / or running by monetary gifts or otherwise, centers, stadium, playgrounds and parks for public use, sports, and games and the social welfare works and / or activities in Muzaffarpur and / or other places in India.
- (xvii) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and / or aid or help in the setting up and / or maintaining and / or running institutions, centers, auditoriums and the like for the running of welfare and other services to the public and to provide meeting-room for socially useful activities and functions.
- (xviii) To open found, establish, promote, set-up, run, maintain, assist, finance, support and / or aid or help in the setting up establishment, maintenance and / or running Dhamsalas, wells, deep tubewells, tanks, roads, etc.
- (xix) To promote, organise, administer, establish, support, maintain, and / or grant to any person, institution or society or organization whatsoever having for its objects of charitable purposes and to incur expenditure in connection there with.
- (xx) To renovate or repair any such temple, mosque, gurudwara, church or other places which is notified by the Central Government in the Official Gazette to be of historic, archaeological or artistic importance or to be a place of public worship of renown throughout any State or States.
- (xxi) To promote, assist and / or maintain all activities by whosoever carried on or wherever carried on in India in conformity with the objects of the Trust and as are conducive to the well being and general welfare of the nation or are conducive for advancement of any object or objects of general public utility not involving / carrying on any activity for profit.
- (xxii) To help in the preservation of cattle and useful animals.

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Delhi Fort, 100th Jubilee
Jangul Chowk, Motihari

(xxiii) To publish and or publishing books, pamphlets, periodicals and newspapers in India or outside for the spread and advancement of education and culture.

4. If any one or more of the objects specified in clause (3) of these presents are held not to be objects of a public charitable nature, the trustees shall not carry out such object or objects as if the same are not incorporated in these present as a trust for public charitable purposes shall not be affected in any manner.

5. The financial year of the trust shall end on 31st March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper. The first financial year of the trust shall close on 31st March, 2004

6. The trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust Properties and of the Trust decide the particular object or object for which the income or corpus of the Trust Fund or Properties for the time being available shall be applied.

7. The trustees may accept any donation or contribution in cash or in kind from any person, firm, company, corporation, associations, institution or trust (including the settlor or the trustees or any of them) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institutions.

8. Without affecting the generality of powers and function of the trustees to manage and administer the trust, the Board of Trustees shall have the following functions:-

(i) To borrow if needed be against the security of the assets of the trust by way of bank overdrafts, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust provided however the trustees unanimously agree on such borrowing and limited to the terms of their decision or agreement and to authorize two or more of the trustees to execute such documents, deeds, papers, etc. as may be necessary in connection therewith.

(ii) To arrange for and / or authorise the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the trustees.

(iii) To appoint or make provision for the appointment of a sub-committee of trustees and / or others to attend to or supervise or conduct specified jobs or functions or trust matters in such manner and subject to such rules and regulations as the trustees may prescribe.

(iv) To authorise any one or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.

(v) To spend any portion of the corpus or the income of the trust fund for purchasing any land and or constructing any building or buildings for and in the name of the trust for the purpose of carrying out promoting and / or executing any or all of the objects of the trust.

9. The trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect there of in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of the assets, credits and effects of the trust properties.

10. The trustees may invest the trust Estate either in the purchase of immovable properties or of mortgage immovable properties, or in such manner as allowed by law as may be in force from time to time and to convert, alter, vary, dispose of or transfer such

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investments from time to time provided that such investments shall not be made which are directly for the benefit of any person referred to in sub-sec. (3) of sec. 13 of Income-tax Act., 1961, or any subsequent amendments as may be made from time to time.

11. If the income from the trust property in a particular year is not fully utilized, the unexpended income subject to the applicable provision of the Income-tax Act, 1961, shall be carried over to the next years or years and spent in such subsequent year for the advancement of any of the object of the trust.

12. The trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and condition relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned there by and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

13. The trustees shall keep an account or accounts with any bank or banks, to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorise by appropriate resolution two or more of the trustees jointly with an agent appointed by the Board of Trustees in this behalf to operate such account or accounts.

14. The trustees may pay all charges and outgoing payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs 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 incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.

15. The trustees may manage or supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, add to alter and repair houses and other building and to build drains and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated against loss or damage by fire and / or other risks or to let, lease, make allowances to, and arrangements with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.

16. The trustees may appoint secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Gomastas or other employees for the purpose of management the accounts and records and for other purpose of the trust.

17. The trustees may establish its office at such place or places and change such places from time to time as they may think fit.

18. The trustees may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.

19. The trustees shall have full power to compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the Trust Estate and / or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and / or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bona fide loss occasioned thereby.

Principal
Delhi Public School Jubilee
Janpuri Chowk, Mayapuri

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Delhi Public School Jubilee
Janpuri Chowk, Mayapuri

20. The trustees may join, co-operate and amalgamate the trusts created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.

21. The trustees may from time to time frame schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper.

22. The receipts granted by the trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see the application thereof being answerable for the loss or misapplication thereof.

23. The trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institution, to impose any condition or condition to any subscription or donation made by them and to earmark any portion of the Trust Property or income for any particular object or objects.

24. The trustees may reimburse themselves and pay discharge out of the Trust Fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.

25. All the trustees unless they voluntarily resign or otherwise decide, shall continue to be the trustees during the term of their natural lives.

26. The number of trustees shall be not less than two and not more than nine.

27. Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.

28. The surviving or continuing trustees notwithstanding any vacancy in their board act as trustees PROVIDED HOWEVER that if the number of trustees shall fall below two the minimum fixed by these presents, the trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum.

29. Two trustees at a meeting shall form a quorum for any meeting of the trustees.

30. The trustees for the time being shall elect from amongst them one chairman and he shall hold office for years, unless he resigns or refuses to act as Chairman or otherwise ceases to be trustee.

31. All proceedings and questions and matters arising at the meeting of the trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or casting vote PROVIDED HOWEVER that notwithstanding anything herein stated no question dealing with disposal of the corpus of any of the trust properties and / or investment out of the trust corpus shall be decided except with the consent of the Chairman of the trust.

32. In case of difference of opinion between the trustees the opinion of the majority shall prevail if the trustees are equally divided in any matter, the Chairman shall have a casting vote.

33. A resolution in writing circulated amongst all the trustees and signed by a majority of the trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.

34. Notice of the meeting of the trustees and all communications may be sent to the trustees at their addresses registered for the time being in the records of the trust.

35. All meetings of the trust shall be held at such place and at such time as the chairman of the trust shall decide from time to time.

36. A trustee who is unable to be present at a meeting of the trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

Principal
Delhi Public School Jubilee
Janpuri Chowk, Motihari

Chairman
Delhi Public School Jubilee
Janpuri Chowk, Motihari

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2008/3/19
Jubilee
2008/3/19

37. The minutes of the proceeding of every meeting of the trustees shall be entered in a book to be kept for that purposes and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

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38. No person being -

- (i) an undercharged insolvent; or
- (ii) convicted of an offence involving moral turpitude; or
- (iii) of unsound mind; or
- (iv) a minor;

shall be eligible to be a trustee.

39. The power to appoint new or additional trustees, but so as not to exceed the maximum number and to fill vacancies in the office of the trustees, shall vest in the continuing trustee or trustees.

40. A person shall cease to be a trustee in any of the following events :

- (a) if he dies; or
- (b) if he become bankrupt; or
- (c) if he become insane or otherwise become incapable to act; or
- (d) if he resigns his office.

41. On a new or additional trustee being appointed and on his signifying his acceptance in writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him along with the other trustees for the duties and functions of a trustee without any other deed or writing.

42. The Board of Trustees shall be entitled to sue in the name of the trust and may similarly be sued in the name of the trust.

43. The Board of Trustees may, by a unanimous vote of all the trustees for the time being except the trustee proposed to be removed, remove any trustee, permanent or otherwise, from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the trustee proposed to be removed as trustee or these was desirable keeping to the objects of the trust in view and other related or connected matters provided however that no conclusion of such guilt shall be arrived at without giving to the trustee proposed to be removed a full and fair opportunity of explaining his conduct and / or the charges leveled against him for his removal. And the decision of the Board of Trustees in this behalf shall be final and binding and shall not be called in question anywhere.

IN WITNESS WHERE OF the Settlor and the Trustees have executed these presents on the day, month and year above mentioned.

Signed and delivered by the
Settlor at Muzaffarpur in the
Presence of:

Shivendra Kumar

Signed and delivered by the
Settlor at Motihari in the
Presence of:

R. Kumar
Typed by R. Kumar
(Chhatauni Chowk, Motihari)

Principal
Delhi Public School Jubilee
Jagpur Chowk, Motihari

Chairman
Delhi Public School Jubilee
Jagpur Chowk, Motihari

1008/13/14
1008/13/14
1008/13/14

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. 64a
Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs.

1000

Fee Paid

A1	400	K1c	0	Liii	0	Tot Reg Fee	627
J1	0	K2	0	Na	27		
K1a	0	Li	0	Scan	200		
K1b	0	Lii	0				

Date : 5.7.06

Registering Officer

Endorsement under section 52

Presented for registration at 05:59 PM on the day Friday, 30th June 2006 at the
Motihari D. R. O/ Sub_Registry Office by Vishwadeo Kumar
son/wife of Late Ram Padarath Ram by profession Business.
(Executant or attorney for one of the executants or claimants under
a power no. for 20..... authenticated by sub-registrar of
.....)

Signature of Presentant

Registering Officer

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument.

Date :

Registering Officer

Endorsement of Certificate of Registration under section 60

Registered in Book 4 of DSRO/ SRO Motihari having 10 pages in the volume CD-1
and document no. of which is printed on the first page of the document.

Date : 5.7.06

Registering Officer

Token No. :748

Principal
Delhi Public School Jubilee
Janpul Chowk, Motihari

Chairman
Delhi Public School Jubilee
Janpul Chowk, Motihari