

168

Deed of Trust

PS Deoghar

IV 22 1000Rs.



13/02/13

Handwritten notes in Hindi, including a signature and the date 13/02/13.

2000/-

Accepted
 A/c - 1500/-
 E - 1000/-
 2500/-

13.02.2013

Sancha beeta Mishra

Banabkumar Chatterjee

Vinita Mishra

13.02.2013

13/2/13
 नॉन जूडिशियल

TRUST DEED OF RAJ LALIT TRUST

Under Indian Trust Act 1882

This Deed of TRUST is executed at Deoghar on the 13th day of February, 2013 between Shri Prabhat Kumar Mishra, son of Late (Dr.) Jadu Nandan Mishra, aged about 63 years, resident of Flat No. 246, Hill View Garden, Dimna, Jamshedpur, Dist. East Singhbhum (Jharkhand), PIN - 831018; hereinafter called the "SETTLER", which expression shall, unless excluded by or repugnant to the context, be deemed to include his executor(s), administrator(s) or assignee(s) of the one part (Part 'A');





Yashraj Mishra
13.02.2013
Somesh Dutta Mishra
13.02.2013
Pooja Kumar Chatterjee
13.02.2013
Vinita Mishra
13.02.2013

AND

- (1) Shri Somesh Dutta Mishra, son of Late (Prof.) Rajeshwari Dutta Mishra, aged about 42 years, resident of Kumudini Ghosh Road, Barmasia, Deoghar, Dist. Deoghar, Jharkhand - 814112
- (2) Shri Brata Kumar Chatterjee, son of Late Brajendra Nath Chatterjee, aged about 70 years, resident of Arijit Roy Road, Krishnapuri, Deoghar, Dist. Deoghar, Jharkhand - 814112; and
- (3) Shrimati Vinita Mishra, wife of Shri Somesh Dutta Mishra, aged about 39 years, resident of Kumudini Ghosh Road, Barmasia, Deoghar, Dist. Deoghar, Jharkhand - 814112

hereinafter collectively referred to as the "TRUST", and individually as "TRUSTEE(S)", which expression shall, unless excluded by or repugnant to the context, be deemed to include the regular TRUSTEE or TRUSTEES for the time being as well as appointed in future, and their successor(s), heir(s), executor(s), administrator(s) or assignee(s) in the office of the TRUST of the other part (Part 'B')



Y 2112 9/12/2013

13.02.2013

Sonvish Dutta Mishra

13.02.2013

Pandabhanu Chatterjee

13.02.2013

Vinita Mishra

13.02.2013

- To provide the vocational and other training courses such as those for paramedical staff / social workers / self-help groups and entrepreneurs leading to diverse academic and professional certificates / diplomas / degrees as recognized by different Government Bodies, Professional Bodies / Institutions, industries / business houses / public & private undertakings in India or Abroad, All India Technical Education Council, Medical Councils etc for jobs within India as well as abroad.
- To engage teachers, professors, instructors, demonstrators, technical and other experts of good repute, moral and character to impart the comprehensive knowledge of high standards to the students in the Institution in the subject fields as well as in terms of the moral values effectively.
- To establish, maintain and operate a Boarding house / residential accommodation for students as well as those connected with the Institution to facilitate their studies and wholesome developments.
- To establish, maintain and operate good library, with continuous inflow of new books, journals and newspapers for the benefit of the students as well as faculty and other members of the Institution.
- To use E - enabled IT (Information Technologies) packages / systems / services / solutions for the education as well as management, wherever available and found to be useful and cost-effective.
- To educate, train and develop the scholars for high levels of discipline, conduct, ethics, knowledge, total health and well-beings to emerge as the constructive, responsible, agile & passionate citizens.
- To provide the creative, innovative, collaborative atmosphere with research & exploratory facilities for the scholars to experiment & pursue their interests in science, arts, music, sports & engineering.
- To organize seminars / conferences on specific topics of topical as well as perpetual interests such as science, education, social and economic development, environment & its sustainability etc for the benefit of the scholars and faculty members as well as the Society at large from time to time.
- To hold discourses / treatise / workshops on other topics of topical as well as perpetual interests such as total health, yoga, life-style, ethics and value system etc. for the benefit of the scholars and faculty members of the Institution as well as the Society at large from time to time.



Y NIT 9, 112 18745
13.02.2013

Sanchi Dutta Mishra
13.02.2013

Poojankumar Chatterjee
13.02.2013

Vinita Mishra
13.02.2013

WHEREAS the SETTLER, desirous of developing a comprehensive educational system, has put in a sum of Rs. 50,000/- (Rs. Fifty Thousand only) in cash irrevocably in favor of the TRUST, as the founding money for setting the TRUST named below, dedicated to the aims and OBJECTIVES given hereunder, by virtue of this deed ; The Trust has been established on 01.04.2010, it is hereby agreed, declared and witness as follows :

• NAME :

The name of the TRUST will be RAJ-LALIT TRUST.

• LOCATION :

Registered Office of the TRUST shall be at Kumudini Ghosh Road, Barmasia, Deoghar, Dist. Deoghar, Jharkhand-814112 or at such other place or places as the TRUSTEE(S) appointed herein decide from time to time.

• AIMS AND OBJECTIVES :

The Aims and OBJECTIVES of the TRUST are as follows :

- To open, operate and continue educational institutions for students from India as well as abroad at various levels, starting from KG (Kindergarten) level up to the PG (Post-graduation) level, and in several disciplines, such as Arts, Science, Commerce, Management, Engineering, Medical etc., leading to diverse academic and professional certificates / diplomas / degrees awarded by different educational Boards / Councils and Universities in India and / or Abroad, University Grant Commission, All India Technical Educational Council, Medical Council, Scientific Council etc.
- To provide preparatory training courses for various competitive examinations or those leading to the diverse academic and professional certificates / diplomas / degrees as recognized by different Government Bodies, Professional Bodies / Institutions, Public Service Commission (GOI or State Governments), industries / business houses / public and private undertakings in India and / or Abroad, All India Technical Education Council, etc for employments within India as well as abroad.



APR 2014
13.02.2013
Srinivas Sathya Krishna
13.02.2013
Prabhakar Choudhary
13.02.2013
Vinita Krishna
13.02.2013

- To charge the general students of the Institution the requisite tuition and other fees to meet various expenses incurred by the Institution for the maintenance as well as further development / enhancement of facilities / services to increase productivity of all concerned and continued benefits.
- To grant scholarships / aids in the form of books / waiver of fee(s) etc. to the meritorious / deserving / financially needy / physically challenged scholars of the Institution as well as outside.
- To undertake special development programmes (e.g. education, health-care, employment etc.) for socially and economically weak sections of the society including physically challenged persons.
- To undertake special welfare programmes (e.g. education, health-care, other assistance etc.) for girl child, women, sick and elderly people in the society, who are deprived of these essential.
- To take up projects on sanitation such as training & awareness programmes, water purification, sewage and drainage development / cleaning / treatment and solid waste treatment and disposal.
- To take up projects on environmental protection such as energy and water conservation, rain water harvesting including ground water recharging, renewable energy, plantation and forestation.
- To undertake other relevant programmes / activities to improve the general quality of life of the Society at large, which the BOARD OF TRUSTEES may think fit and beneficial from time to time.
- To accept donations, grants & other offerings and use these for OBJECTIVES of the TRUST.
- To support and take support from other organization(s) engaged in similar activities.
- To grow, expand & broaden continuously in order to provide improved output and services in all above areas or activities by strengthening the financial, human and other resources of the TRUST.
- **OPERATIONAL AREA :**
The operational area of the TRUST will be the entire Republic of India as well as outside it.
- **CONSTITUTION AND POWERS OF THE BOARD OF TRUSTEES :**
 - The total number of regular TRUSTEES in the TRUST shall be minimum three and maximum ten.
 - All regular TRUSTEES shall together form the BOARD OF TRUSTEES, which shall govern the work of the TRUST as per this settlement for and on behalf of the TRUST to fulfill its OBJECTIVES.



Yashraj Mishra
 13.02.2013
 Somesh Dutta Mishra
 13.02.2013
 Prabhakar Chatterjee
 13.02.2013
 Vinita Mishra
 13.02.2013

- The regular TRUSTEES shall elect among themselves one person as the chairperson, who shall preside and conduct meetings of the BOARD OF TRUSTEES.
- It shall be lawful for the Settler to appoint in future additional TRUSTEE or TRUSTEES as the regular TRUSTEE or TRUSTEE(S), subject to the statutory provision of Para 5.1, in order to strengthen operation of the TRUST to meet its AIMS and OBJECTIVES speedily and effectively.
- In the event of the Settler not being in a position to act or being no more, it shall be lawful for the BOARD of TRUSTEES to appoint in future the additional TRUSTEE or TRUSTEES as the regular TRUSTEE or TRUSTEE(S), whose powers will be same as the earlier appointed ones, subject to the provision of Para 5.1, in consultation with the Managing Trustee described in Para 5.9, in order to strengthen operation of the TRUST to meet its AIMS and OBJECTIVES speedily and effectively.
- All TRUSTEES, named under Part 'B' on Page 1 of this Deed or appointed in future, shall hold the office for their lives or for such periods, unless they desire to retire or voluntarily vacate the office or disqualify due to absence or non-performance in the TRUST's activities as detailed in Section 7.
- Subject to the provision of Para 5.1, if and so often as any of the regular TRUSTEE(s) hereby appointed or appointed in future as per Para 5.4 and 5.5, shall die, or desire to retire, or disqualified as per Clause 7, or become unfit, or incapable to act in the TRUST of these presents, the surviving or the continuing TRUSTEE(S) will act in their place(s) as aforesaid as the immediate action.
- It shall therefore be incumbent on part of all regular TRUSTEES to nominate their successor(s), executor(s), administrator(s) or assignee(s) in the office of the TRUST within 3 months of their appointments as TRUSTEE(S), failing which, it shall be lawful for the BOARD OF TRUSTEES to nominate such person(s) in its meeting thereafter, and approve it with the majority of votes therein.
- It shall be lawful for the Settler to appoint any TRUSTEE as the Managing Trustee, in consultation with majority of TRUSTEES in the BOARD, for such periods and with such powers, as the BOARD may think fit. The Managing Trustee will also serve as the assignee for the Settler and thereby act as executor on his behalf. In pursuance of this right, Sri Somesh Dutta Mishra, named under 1) amongst the first TRUSTEES above, is appointed by the Settler as the first Managing Trustee.



Yashraj 12/11/15
 13-02-2013
 Somesh Dutta Mishra
 13-02-2013
 Parashkumar Chatterjee
 13-02-2013
 Vinita Mishra
 13-02-2013

- The regular TRUSTEES shall elect among themselves one person as the chairperson, who shall preside and conduct meetings of the BOARD OF TRUSTEES.
- It shall be lawful for the Settler to appoint in future additional TRUSTEE or TRUSTEES as the regular TRUSTEE or TRUSTEE(S), subject to the statutory provision of Para 5.1, in order to strengthen operation of the TRUST to meet its AIMS and OBJECTIVES speedily and effectively.
- In the event of the Settler not being in a position to act or being no more, it shall be lawful for the BOARD of TRUSTEES to appoint in future the additional TRUSTEE or TRUSTEES as the regular TRUSTEE or TRUSTEE(S), whose powers will be same as the earlier appointed ones, subject to the provision of Para 5.1, in consultation with the Managing Trustee described in Para 5.9, in order to strengthen operation of the TRUST to meet its AIMS and OBJECTIVES speedily and effectively.
- All TRUSTEES, named under Part 'B' on Page 1 of this Deed or appointed in future, shall hold the office for their lives or for such periods, unless they desire to retire or voluntarily vacate the office or disqualify due to absence or non-performance in the TRUST's activities as detailed in Section 7.
- Subject to the provision of Para 5.1, if and so often as any of the regular TRUSTEE(s) hereby appointed or appointed in future as per Para 5.4 and 5.5, shall die, or desire to retire, or disqualified as per Clause 7, or become unfit, or incapable to act in the TRUST of these presents, the surviving or the continuing TRUSTEE(S) will act in their place(s) as aforesaid as the immediate action.
- It shall therefore be incumbent on part of all regular TRUSTEES to nominate their successor(s), executor(s), administrator(s) or assignee(s) in the office of the TRUST within 3 months of their appointments as TRUSTEE(S), failing which, it shall be lawful for the BOARD OF TRUSTEES to nominate such person(s) in its meeting thereafter, and approve it with the majority of votes therein.
- It shall be lawful for the Settler to appoint any TRUSTEE as the Managing Trustee, in consultation with majority of TRUSTEES in the BOARD, for such periods and with such powers, as the BOARD may think fit. The Managing Trustee will also serve as the assignee for the Settler and thereby act as executor on his behalf. In pursuance of this right, Sri Somesh Dutta Mishra, named under 1) amongst the first TRUSTEES above, is appointed by the Settler as the first Managing Trustee.



YX109 21/2 2013
13.02.2013
Suresh Bhatnagar
13.02.2013
Parshuram Chakraborty
13.02.2013
Vinita Mishra
13.02.2013

- In the event of the Settler not having appointed the Managing Trustee in time, or he being no more, the BOARD OF TRUSTEES will appoint one among themselves as the Managing Trustee.
- The Managing Trustee may, at his discretion, appoint his successor to his position of Managing Trustee, including the Settler, for continued smooth functioning & fulfillment of OBJECTIVES of the TRUST by means of Power of Attorney, whose powers will be same as that of Managing Trustee.
- Subject to the provisions referred under Item No. 5.1 above, the BOARD OF TRUSTEES shall be entitled to appoint any additional trustee(s) as the Honorary Trustee(s), without voting powers & powers to participate in the management of TRUST FUND. Such trustee(s) shall not be counted for the purpose of constitution of the BOARD OF TRUSTEES. This may include appointment of noted public men / women, representatives of staffs / employees chosen by the BOARD OF TRUSTEES

This is to improve the operation and coverage of the TRUST and serve as additional resource(s) for it for fulfillment of all of its AIMS and OBJECTIVES efficiently and effectively.

- The Managing Trustee shall be in the overall charge of the day-to-day administration of the TRUST, management of the TRUST FUND, implementation of all programmes for the fulfillment of AIMS and OBJECTIVES of the TRUST, and maintenance of all Books of Accounts, Records and Minutes of the Meetings of the TRUSTEES and, be generally in charge of entire operations of the TRUST, subject to the supervision of the BOARD OF TRUSTEES.
- The Managing Trustee shall be entitled to appoint a manager, secretary and / or other employee(s) or Attorney as he / she may consider necessary or expedient, on such remuneration and on such terms, as he / she may think fit from time to time. All such appointments including their terms shall be approved by the BOARD of TRUSTEES before putting into effect.

In case of any dispute, whatsoever among the TRUSTEES including their heir(s), successor(s) or assignee(s) etc. in the office of the TRUST, decision of the Settler will be final and binding on all TRUSTEES. In case of the Settler being no more or not in a position to act, the decision of the Managing Trustee will be final and binding on all TRUSTEES.



Yadagni Das

13.02.2013

Simek with mehra

13.02.2013

Parabakaran Chatterjee

13.02.2013

Vinita Mishra

- **MEETING OF THE BOARD OF TRUSTEES AND ITS PROCEEDINGS :**
- The BOARD of TRUSTEES may meet as often as it finds necessary, but shall meet at least twice a year to review all activities of the TRUST.
- The quorum to all meetings shall consist of at least two-third of the total number of regular TRUSTEES to be present in these. No business shall be transacted in any meeting unless the quorum is present. Signature of all persons present in the meeting will serve as its evidence.
- Proceedings of the meetings shall be recorded for future reference as well as follow-up actions.
- In case of any difference in opinion among the TRUSTEES on any matter related with functioning of the TRUST, it shall be resolved by the majority of votes of the TRUSTEES in the Meeting of BOARD OF TRUSTEES. In the event of the votes being equally divided, the Managing Trustee shall cast one additional vote on behalf of the Settler besides his / her own to facilitate the decision.
- **DISQUALIFICATION OF TRUSTEESHIP :**
- The trusteeship of any Trustee shall cease to be in effect if he / she has not attended three consecutive meetings of the BOARD OF TRUSTEES without obtaining its prior consent.
- His / her trusteeship shall also cease to be in force, if he /she has been found by the BOARD OF TRUSTEES not performing up to the mark for the TRUST towards its AIMS and OBJECTIVES.
- **CORPUS OF THE TRUST AND ITS MANAGEMENT :**
- The Settler has made the initial contribution for the corpus of the TRUST with an amount of Rs. 50,000/= (Fifty Thousand only).
- All activities where TRUST FUND is utilized shall be conducted in accordance with the AIMS and OBJECTIVES as stated herein. Any donation earmarked and accepted for any specific purpose falling within the OBJECTIVES of the TRUST shall be used for such specific purpose(s) only. No discrimination shall be permitted on the grounds of religion, race, caste, creed, state or sex.



Amal Kumar Singh
13.02.2013

Somesh Sutha Mishra
13.02.2013

Parabrahman Chatterjee
13.02.2013

Vinita Mishra
13.02.2013

- The TRUSTEES shall first pay, out of the income of the TRUST FUND, for all costs, charges and expenses of and incidental to the administration of the TRUST and the management of the TRUST FUND, and then utilize the net income for the AIMS or OBJECTIVES of the TRUST outlined above.
- PROVIDED that the TRUSTEES shall have the power to accumulate the net surplus of the TRUST FUND or any part thereof, for such period or periods as they may think fit, and utilize it at any subsequent time or times, for all or any of the AIMS or OBJECTIVES of the TRUST outlined above.
- PROVIDED FURTHER that the BOARD of TRUSTEES shall also have the power to have recourse to and utilize the whole or any part or parts of the corpus of the TRUST FUND for all or any of the OBJECTIVES or purpose(s) aforesaid in such manner and at such times and in such portion as the TRUSTEES may in their discretion think fit.
- The TRUST shall have the liberty to accept at its discretion any lawful contribution or donation or loans to the TRUST FUND from any person(s) or agencies, to be held for the proposes of this TRUST in any form (such as cash, shares, stocks, land and building, technical know-how, rights, patents, animals, equipment etc), on terms mutually agreeable between the giver(s) and the recipient, i.e. the TRUST, but subject to the condition that the contributors or subscribers, other than the TRUSTEES, shall not be entitled to participate in or have any voice or control in the management or administration of the TRUST of these presents or the application of such contributions or donations, and the TRUSTEES shall hold these upon the same TRUST and, subject to the same powers, provisions, and stipulations in the TRUST as are herein contained.
- The TRUST shall also be entitled to give loans or grants or both to anybody on any terms or conditions provided that such loans are granted to achieve any of the OBJECTIVES of the TRUST.
- Similarly, the TRUST shall also be at liberty to accept or obtain loans from any source including banks, financial institutions in India and abroad, government, non-government or international organizations etc. in performance of its OBJECTIVES at such terms as it thinks fit.
- TRUST shall also be at liberty to pledge the proportionate part or all of its assets to the giver of loan for obtaining loans or such funds as required by it for fulfilling the objectives of the TRUST.



Yashwanth 13.02.2013
Soneah Duttanishra 13.02.2013
Mankumar Chatterjee 13.02.2013
Vinita Mishra 13.02.2013

- Similarly, the TRUST would be at liberty to receive as security the proportionate / appropriate part or all the assets of the agency / organization by pledge for any loan provided to such agency.
- **REMUNERATION AND REIMBURSEMENT OF EXPENSES TO THE TRUSTEES :**
- All expenses incurred by the Trustee(s) for executing the TRUST's work as approved by the BOARD of TRUSTEES may be reimbursed to them from the TRUST FUND on actual basis on submission of requisite vouchers.
- Expenses incurred by others (Honorary Trustees or any other person / company / enterprise) for executing the TRUST's work as approved by the BOARD of TRUSTEES may also be reimbursed to them from the TRUST FUND on actual basis on submission of requisite vouchers.
- In case of emergency requirement, the Managing Trustee may commit or reimburse expenses in connection with the TRUST's work, maximum up to Rs. 10,000/= (Rupees Ten Thousand only) from the TRUST FUND without prior approval of the BOARD of TRUSTEES. However, it will be expedient on his part to convene the BOARD's meeting and seek its formal approval for such expense, before incurring any further or additional expenditure(s).
- If any TRUSTEE for the time being of these presents or nominated by the Settler or the BOARD of TRUSTEES at a future date, is engaged by the TRUST for doing any work or rendering any service or assistance to the TRUST, in any capacity whatsoever, other than as a TRUSTEE, he / she may be paid such fees or remuneration out of the TRUST FUND, for such engagement or work or giving such assistance or services, as the BOARD of TRUSTEES may determine from time to time.
- The TRUSTEE(S) shall be respectively chargeable only for such moneys and securities as they shall respectively actually receive for the TRUST's work, notwithstanding their respectively signing any receipt for the sake of conformity, and respectively be answerable and responsible only for their own respective acts, receipts and not those of each other, not for any banker or other person with whom or into whose hands any TRUST moneys or security shall be deposited, nor for the insufficiency in the title or deficiency in value of any investment(s), nor for any other loss, unless the same shall happen through their own willful default respectively.



Field Officer
13.02.2013
Sanskriti
13.02.2013
Parabrahma Chaitanya
13.02.2013
Vinita Mishra
13.02.2013

INVESTMENT OF TRUST FUND :

- The BOARD of TRUSTEES, by mutual or majority of consents, shall be at liberty to sell and realize any part of the TRUST Assets, not consisting of moneys, and invest the sale proceeds thereof and or any other moneys forming part of the TRUST FUND in any of the investments hereinafter mentioned, and to vary and transpose any such investment for or into other hereinafter mentioned as they may think fit from time to time, without hindering OBJECTIVES of the TRUST.
- The TRUSTEES shall be entitled to and are hereby expressly authorized to invest part or full of the TRUST FUND in any securities or Investments authorized by law such as the Income Tax Act, 1961 and Indian Trust Act, 1885 for the investment of TRUST FUND In particulars, though however, no such investment shall be made which may otherwise affect, hamper the activities of the TRUST or in carrying out the OBJECTIVES of the TRUST.
- No portion of the income and property of the TRUST shall be paid, or transferred, directly or indirectly by way of dividends, bonus, profits, etc. to the Settler or to any person(s), who are or had been, at any time the TRUSTEE(S), or to any other person claiming through or on behalf of them.
- However payments may be made to the Settler or Trustees in good faith as fees or honorarium or facilitates of any nature, whatsoever as the BOARD thinks fit in return of any additional service(s) rendered by them to the TRUST, other than simply serving as SETTLER or TRUSTEE respectively.
- **ACCOUNTS AND AUDITS :**
- The Accounting Year for the TRUST shall be same as Financial Year for Government of India.
- The Trustee shall maintain a true, transparent and correct account of all income, expenditures, assets and liabilities of the TRUST. The cash & bank transactions as well as all other transactions of the TRUST shall be recorded & maintained in accordance with the normally accepted principles of accountancy. The TRUST could open and operate one or more bank accounts in the name of the TRUST in any part of India and the same shall be operated by any of the two TRUSTEES.



Y. N. A. G. M. D. A. S.

13.02.2013

Suresh Dutta Mishra

13.02.2013

Pantakumar Chatterjee

13.02.2013

Vinod Mishra

13.02.2013

- For the subsidiary organizations or units of the TRUST, separate bank accounts may be opened in the name(s) of the specific subsidiary organization(s), which shall be operated in the mode, as decided by the BOARD of TRUSTEES in each case, as and when the need arises.
- The Managing Trustee shall be responsible for maintenance of all such accounts and audit thereof. The accounts shall be kept up to date and audited at least once in a year. The Managing Trustee shall have the accounts prepared and get audited and shall present the same before the BOARD of TRUSTEES within six months from the end of each Accounting year.
- The Auditor(s) shall have the right to access at all reasonable times to the books of accounts, bills, vouchers and other negotiable instruments of the TRUST, and shall be entitled to acquire from the Managing Trustee, other TRUSTEES, as well as all officers and employees of the TRUST, such information and explanation as may be necessary, for the performance of the duties of the Auditors.
- In the event of a vacancy arising in the post of auditor, the BOARD of TRUSTEES shall appoint a competent person for the post within two calendar months from the date of such vacancy.
- At least one independent qualified auditor or auditing firm (holding a certificate of fellowship from the Institute of Chartered Accountants of India or other equivalent institution of India or abroad) shall be appointed by the TRUSTEES for a specific term, renewable at the discretion of the BOARD of TRUSTEES, and it shall be the duty of the auditor(s) to report on the accounts and affairs of the TRUST, specially on the following matters in addition to the others.
 - Whether the accounts have been properly maintained by the TRUST.
 - Whether the accounts reflect the true and fair view of the financial transactions of the TRUST.
 - Whether the proper accounting practice has been followed by the TRUST.
 - Whether any undue expense(s) of TRUSTEES have been charged to the FUND of the TRUST.
- **DOUBTS, DIFFICULTIES OR DISPUTES :**

In case of any question, doubts, dispute or difficulties arising in respect of the TRUST's operation, management, execution, and interpretation of any matter, the BOARD of TRUSTEES shall settle and determine all such matters within the framework of this deed and the prevailing statutory provisions. Any



Y 11/12/13 2012/13

13.02.2013

Sansh Dutta Mishra
13.02.2013

Pratapkumar Chatterjee
13.02.2013

Kanta Mishra
13.02.2013

such settlement or determination shall be final, valid, conclusive and binding on all concerned. It shall not be objected or reopened, unless deemed necessary by the BOARD.

• BYELAWS, ADMINISTRATIVE RULES ETC. :

- For smooth and efficient functioning of the TRUST, the BOARD of TRUSTEES may, from time to time, make the bye-laws, administrative rules / reforms, code of conduct etc.
- The BOARD shall have powers to amend; repeal and modify its bye-law, as it may deem fit.
- The matters generally covered by such bye-laws will be in respect of the management of properties, FUND, work / activities undertaken by the TRUST, salaries and benefits for the staff, conditions and procedure for election and nomination of regular as well as honorary TRUSTEES, procedures for convening and conducting meetings of the BOARD as well as sub-committees etc.
- Such bye-law / rule / code etc. shall generally not violate overall provisions of this TRUST.

• CONSTITUTIONAL AMENDMENT, DISSOLUTION AND MERGER :

The BOARD of TRUSTEES, with two-third majority, may take a resolution, which shall be effective and binding, on all TRUSTEES in respect of the following matters :

- Any clause of this TRUST Deed can be amended, including the name of the TRUST, so long as it does not affect the main OBJECTIVES, for which the TRUST was formed.
- For any amendment, the amendment sheet will be prepared on stamp paper and signed by all TRUSTEES in accordance with the aforesaid Rules / Bye-laws of the TRUST as and when required.
- Any other TRUST with similar OBJECTIVES can be merged with this TRUST financially or otherwise. If it is found that the financial merger is not possible, the activities of the merged TRUST will be carried out to meet objectives of this TRUST, while maintaining both TRUSTS' Books of Accounts separately and presenting the audited results to the BOARD annually.

- This TRUST can also be merged with any other trust, institution, etc. having similar OBJECTIVES. This shall be done after squaring up all liabilities of this TRUST. Thereafter, balance of its assets shall be transferred to another TRUST, society or institution, with similar OBJECTIVES for their continued fulfillment.



Anurag Mishra
 13.02.2013
 Somesh Dutta Mishra
 13.02.2013
 Pratikumar Chatterjee
 13.02.2013
 Vinita Mishra
 13.02.2013

- If it is found that the financial merger of this TRUST is not possible with another trust or institution, activities of the merged trust / entity will be carried out to meet objectives of this TRUST, by maintaining its Books of Accounts separately, without incurring any liability more than its assets.

IRREVOCABILITY :

The TRUST is non-proprietary and the DEED is irrevocable. So, in case of merger or dissolution, no part of the TRUST FUND or properties shall be given to the TRUSTEES or back to the Settler .

In witness thereof, the parties of this Deed hereof, the SETTLER and the TRUSTEES, put their respective hands on the aforesaid date, after considering all pros and cons of this deed in sound state of their mind and health.

Witnesses :

दिनेश तिवारी
 श्री शिवनशंकर तिवारी
 कौशिका 13/2/2013
 जयशंकर
 देवराज

श्री प्रभात कुमार मिश्रा
 Shri Prabhāt Kumar Mishra (Settler) 13.02.2013

श्री सोमेश दुल्ला मिश्रा
 Shri Somesh Dulla Mishra (Trustee) 13.02.2013

श्री ब्रता कुमार चट्टर्जी
 Shri Brata Kumar Chatterjee (Trustee) 13.02.2013

श्रीमती विनीता मिश्रा
 Shrimati Vinita Mishra (Trustee) 13.02.2013

सुरेश कुमार
 श्री सहायचंद्र

13.02.13

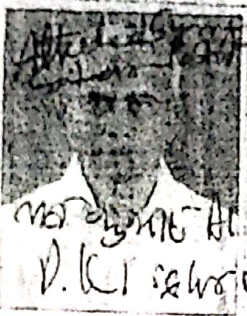
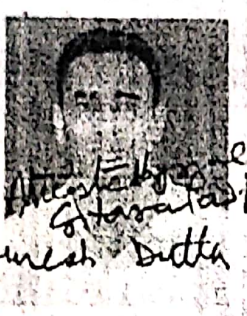



Photo, Signature and L.T.I. :-

Y N I A G M I C M Y
13.02.2013
Somesh Butta Mishra
13.02.2013

Prata Kumar Chatterjee
13.02.2013

Vineta Mishra
13.02.2013

 Y N I A G M I C M Y V. K. Mishra	Y N I A G M I C M Y 13.02.2013				
 Somesh Butta Mishra	Somesh Butta Mishra 13.02.2013				
 Prata Kumar Chatterjee B.K CHATTERJEE 09/11/2011	Prata Kumar Chatterjee 13.02.2013				



**निबंधन विभाग, झारखंड
देवघर**
जांच पर्ची-सह घोषणा प्रपत्र (नियम 114)

Token No. 8

Token Date/Time: 13/02/2013 16:14:28

Document Type	Trust	Presenter	Prabhat Kr. Mishra	Date of Entry	13/02/2013
Presenter Name & Address	Hill View Garden Dimna, Jamshedpur, East Singhbhum.			Total Pages	38
Stampable Doc. Value	0	DOE		Book	IV
Document Value	0	Stamp Value	2000	CNO/PNO	
Special Type		Serial No.			
Remarks / Other Details					

Property Details:

Anchal	Th.No.	Wrd/Hik	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
--------	--------	---------	-------	---------	---------	-----------	------	----------	------	------------

Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
---------------	---------	-----	-------	----------	------	------	--------

Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	UID	Address
1	Trustator	Prabhat Kr. Mishra	Dr. Jadu Nandan Mishra	Social Worker	General			Hill View Garden Dimna, Jamshedpur, East Singhbhum
2	TRUSTEE	Somesh Dutta Mishra	Rajeshwari Dutta Mishra	Social Worker	General			Kumudini Ghosh Road Barmsia, Deoghar
3	TRUSTEE	Brata Kumar Chatterjee	Brajendra Nath Chatterjee	Social Worker	General			Ajilt Ray Road, Krishnapuri, Deoghar
4	TRUSTEE	Smt. Vinila Mishra	Somesh Dutta Mishra	Social Worker	General			Kumudini Ghosh Road, Barmsia, Deoghar
5	Identifier	Dinesh Tiwari	S/O Shiv Narayan Tiwari	Business	General			Kothia, Jasidi, Deoghar
6	Witness1	Dinesh Tiwari	S/O Shiv Narayan Tiwari	Business	General			Kothia, Jasidi, Deoghar
7	Witness2	Surendra Kumar	Sahdeo Pandit	Business	General			Sarath, Deoghar

Fee Details:

SN	Description	Amount
1	E	1,000.00
2	SP	570.00
3	A1	1,500.00
Total		3,070.00

प्रभात कुमार मिश्रा
13.02.2013

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंट्री की गई है।

① प्रभात कुमार मिश्रा ③ ब्रत कुमार चरजी

पंजीकर्ता का हस्ताक्षर

डाटा इंट्री ऑपरेटर का हस्ताक्षर

उपर्युक्त स्वीकार किया ② सोमेश दत्ता मिश्रा ④ विजिता मिश्रा ने इस दस्तावेज के निष्पादन को मेरे समक्ष

जिसकी

पहचान द्विनेश तिवारी

पिता शिवनारायण तिवारी

निवासी कोठिया










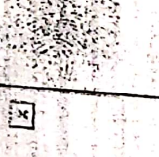


पेशा ब्यवसाय ने की।

निबंधन पदाधिकारी का हस्ताक्षर



निबंधन विभाग, झारखंड
देवघर

Token No.8 Token Date: 13/02/2013 15:14:28
Serial Deed No./Year :168/22/2013
Deed Type: Trust

SN	Party Details	Photo	Thumb
1	Prabhat Kr. Mishra Father/Husband Name:Dr. Jadu Nandan Mishra (Trustator) Hill View Garden Dimna, Jamshedpur, East Singhbhum		
2	Somesh Dutta Mishra Father/Husband Name:Rajeshwari Dutta Mishra (TRUSTEE) Kumudini Ghosh Road Barmsia, Deoghar		
3	Brata Kumar Chatterjee Father/Husband Name: Brajendra Nath Chatterjee (TRUSTEE) Arjit Ray Road, Krishnapuri, Deoghar		
4	Smt. Vinita Mishra Father/Husband Name:Somesh Dutta Mishra (TRUSTEE) Kumudini Ghosh Road, Barmsia, Deoghar		
5	Dinesh Tiwari Father/Husband Name:S/O Shiv Narayan Tiwari (Identifier) Kothia, Jasidih, Deoghar		
6	Dinesh Tiwari Father/Husband Name:S/O Shiv Narayan Tiwari (Witness) Kothia, Jasidih, Deoghar		

Book No. IV
Volume 2
Page 133 To 170
Deed No 168/22
Year 2013
Date 13/02/2013 15:39:30

District Sub Registrar

Signature of Operator

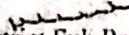



निबंधन विभाग, झारखंड
देवघर

Token No.8 Token Date: 13/02/2013 15:14:28
Serial/Deed No./Year :168/22/2013
Deed Type: Trust

SN	Party Details	Photo	Thumb
7	Surendra Kumar Father/Husband Name:Sahdeo Pandit (Witness2) Sarath, Deoghar	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Book No. IV
Volume 2
Page 133 To 170
Deed No 168/22
Year 2013
Date 13/02/2013 15:39:30


District Sub Registrar


Signature of Operator

