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 बिहार BIHAR

W 643178

Serial No. 9943

Deed No. 21

Govt. of Bihar
 District Registry Office, Madhepura
 Summary of Endorsement

This document was presented for registration on **20/12/2016** by **Rajesh Kumar**. A Stamp Duty of Rs. **5000/-** and other Fees of Rs. **2500/-** has been paid in it. The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page. The document has been registered as Deed No. **21** in Book No. **4**, Volume No. **1** on pages from **316** to **335** and has been preserved in total **20** pages in C.D. No. **1** / Year **2016**.



बिहार सरकार
 Token No. **TRUST DEED**

Signature with Date
 (Md. Javed Ansari)
 Registering Officer, Madhepura

विशेष जांच
 Date: 20/12/2016
 19.12.2016

THIS INDENTURE OF TRUST executed on this **17th** day of December 2016
BY Rajesh Kumar son / of Singheshwar Mahto, aged 30 residing at Gauripur Ward No-1 At/Po Singheshwar, Thana- Singheshwar, Pin - 852128 , Dist- Madhepura, Bihar (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his successors, executors, administrators and assigns of **ONE PART**. However, each member of the trust will have equal executive right as **SETTLOR**.

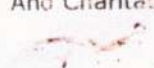






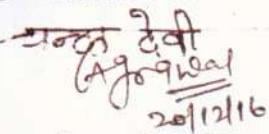






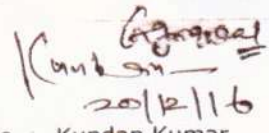






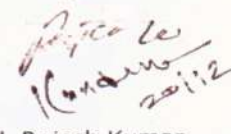







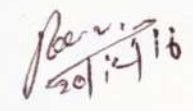









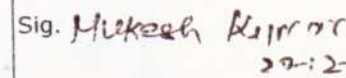
Rajesh Kumar
 CHAIRMAN
 AKSHAR FOUNDATION & CHARITABLE TRUST

Principal
 PRINCIPAL
 GREENFIELD INTERNATIONAL SCHOOL
 SINGHESHWAR, MADHEPURA, BIHAR
 12/2016

SBI कोशिका में सुरक्षित

बिहार सरकार
 जिला न्यायालय
 मधेपुरा

District Registry Office, Madhepura

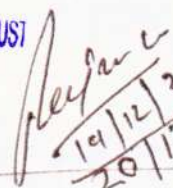
Token Number	10125	Reg. Year	2016	Serial Number	Deed Number		
PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Beneficiary	Akshar Foundation And Charitable Trust	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Sig.							
Trustee	Chanda Devi						
Sig.	 20/12/16						
Trustee	Kumar Chandan						
Sig.	 20/12/16						
Trustee	Kundan Kumar						
Sig.	 20/12						
Presented By	Rajesh Kumar						
Sig.	 20/12/16						
Trustee	Rajesh Kumar	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Sig.	 20/12/16						
Trustee	Rupesh Kumar						
Sig.	 20-12-16						
Identified By	Mukesh Kumar						
Sig.	 20-12-2016						

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 CHAIRMAN
 AKSHAR FOUNDATION & CHARITABLE TRUST


 19/12/2016
 20/12/2016




 PRINCIPAL
 GREENFIELD INTERNATIONAL SCHOOL
 SINGHESHWAR, MADHEPURA, BIHAR



IN FAVOR OF

1. **Rajesh Kumar** son of Singheshwar Mahto aged 30 residing at Singheshwar Gauripur, Ward No- 1, At/Po- Singheshwar, Thana- Singheshwar Pin- 852128 Dist- Madhepura , Bihar.
2. **Rupesh Kumar** son of Promod Bihari , aged 41 residing at Gauripur, Ward No- 8, At/Po- Singheshwar, Thana - Singheshwar Pin- 852128 Dist. Madhepura, Bihar.
3. **Kundan Kumar** son of Birendra Kumar , aged -38 residing at Gauripur, Ward No- 2, At/Po Singheshwar, Thana -Singheshwar Pin 852128 Dist. Madhepura, Bihar.
4. **Kumar Chandan** son of Late Shivshankar Prasad Agrawal, Ward No -12, aged - 36, residing at Gudri Bazard, Singheshwar, At/Po- Singheshwar, Thana- Singheshwar, Pin – 852128 Dist- Madhepura, Bihar.
5. **Chanda Devi** wife of Late Shivshankar Prasad Agrawal, Ward No -12, aged 58, residing at Gudri Bazard, Singheshwar, At/Po- Singheshwar, Thana- Singheshwar, Pin – 852128 Dist- Madhepura, Bihar.

Rupesh Kumar
19/11/16



(hereinafter referred to as '**THE TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**.)

WHEREAS THE SETTLOR above named has been desirous of creating and establishing educational and a charitable Trust.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs.100000 (Rupees One Lac only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder,



in favor of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of construction of a place of education and for undertaking other charitable activities for the benefit of the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS

PRINCIPAL
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SINGHESHWAR, MADHEPURA, BIHAR

Rupesh Kumar
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CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST


- 1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of **AKSHAR FOUNDATION AND CHARITABLE TRUST** for the purpose and upon the conditions set forth hereunder
- 2) The **TRUSTEES** named above shall be the first Trustees and have given their consent to be appointed as the Trustees and as token thereof, they have set their hands to this instrument.
- 3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 100000 (Rupees One Lac only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
- 4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5) The office of the Trust for the time being shall be at **KIDS WORLD SCHOOL, DURGA CHOWK, GAMHARIA ROAD, SINGHESHWAR**, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust are:

1. Trust will be working for the benefit and help of public anywhere required in India.
2. Construction and running of Schools, colleges, education institutions (Medical Institutions, Arts & Cultural Institutions etc.), dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public.


CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST


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SINGHESHWAR, MADHEPURA, BIHAR



XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XII. SETTLOR AND THEIR RELATIVES:

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly to the Trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) **SETTLOR, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Trustees** or the person who makes a substantial contribution.
- (b) Any "**related concern**" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "**relative**" and the phrases "**related concern**", "**substantial interest**" and "**substantial contribution**" shall have the meanings assigned to them in the Income Tax Act, 1961.

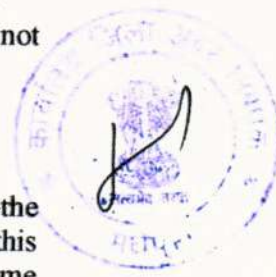
Page 5
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XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.



XV. THIS TRUST IS DECLARED IRREVOCABLE:

XVI. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

Dipesh Kumar
CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST

[Signature]
PRINCIPAL
GREENFIELD INTERNATIONAL SCHOOL
SINGHESHWAR, MADHEPURA, BIHAR

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

1. Cash contribution to the Corpus Fund of the Trust of Rupees 100000 (Rupees One Lac only)
2. Properties of -----N/A-----
3. Assets of -----N/A-----

Rupees 100000
19/12/16

IN WITNESS WHEREOF THE SETTLER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF SETTLOR

Signature: [Signature]
 Name: [Name]
 Address: [Address]

SIGNATURE OF FIRST TRUSTEES

1. Signature: -----
 Name: -----
 Address: -----

2. Signature: [Signature]
 Name: [Name]
 Address: [Address]

3. Signature: [Signature]
 Name: KUNDAN KUMAR
 Address: [Address]

4. Signature: [Signature]
 Name: [Name]
 Address: [Address]

5. Signature: -----
 Name: -----
 Address: -----

Witnesses:

- 1) Signature: Mukesh Kumar
 Name and address: 10 Sri Umesh Stn, Ward no-03 Block-Road, Gauripur, Singheshwar, Madhepura
19/12/2016
- 2) Signature: -----
 Name and address: -----
19/12/2016

[Signature]
[Signature]
 A.T. [Signature] 11-सिंहेश्वर



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 SINGHESHWAR, MADHEPURA, BIHAR

[Signature]
CHAIRMAN
 AKSHAR FOUNDATION & CHARITABLE TRUST

12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustees shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
14. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
15. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **President, Vice President, Secretary and Treasurer**. The term of office for President, Vice President, Secretary and Treasurer shall be for a period of two year from their date of appointment and they may be reelected for further terms by Board of Trustees by majority.

21/11/21

B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below.

a) **PRESIDENT:**

In addition to discharging normal duties of Trustees, the President shall preside over meeting of the Board of Trustees. The **President** is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees.

The **President** is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc.

The President is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

b) **VICE PRESIDENT:**

The **Vice President** shall discharge the duties of the **President**, in the absence of the **President** of the Trust and shall have the power and authority delegated and assigned to him/her by the **President**.

c) **SECRETARY:**

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustees meeting for the approval of the Board of Trustees.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the



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[Signature]
CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST

[Signature]
PRINCIPAL
GREENFIELD INTERNATIONAL SCHOOL
SINGHESHWAR, MADHEPURA, BIHAR

3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
4. All additions and accretions to the Trust properties and the income there from
5. All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 3 Trustees and not more than 9 Trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term as per provisions contained herein only after they mutually agreed upon.

Any Trustees may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustees giving the notice shall ipso facto cease to be Trustees of these presents.

Any vacancy caused by sudden or normal death of any trustee will automatically go to his/her legal heir or successor. However, any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees only after they mutually agree on by majority.

The President, Vice President, Secretary, Treasurer shall hold office for a period of two year from their date of appointment by the Board of Trustees as they mutually agreed on by majority. At the end of this two year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons only after they mutually agree on by majority.

The Board of Trustees shall have the power to remove a Trustees suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying Board of Trustees on enquiry and such action of the Board of Trustees shall be final only after they mutually agree on by majority. Any such decision shall be taken by majority.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "**Full Board**", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.


CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST


PRINCIPAL
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SINGHESHWAR, MADHEPURA, BIHAR



3. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
4. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
5. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
6. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
7. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions. However, the Trust shall not undertake any religious activities.
8. Providing for or contributing to education and scientific research and development.
9. Providing relief to the poor and advancing any other object of general public utility.
10. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.
11. No activities of the Trust will be carried out outside India.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.


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CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST


PRINCIPAL
GREENFIELD INTERNATIONAL SCHOOL
SINGHESHWAR, MADHEPURA, BIHAR



- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board only after they mutually agree on by majority.

VII. BANK ACCOUNT:

The President and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

VIII. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees in majority shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

IX. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1st April to 31st March of the following year or as per government rules.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within six months of the close of the financial year.

X. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the Board of Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees by majority in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.


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SINGHESHWAR, MADHEPURA, BIHAR





V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The **Board of Trustees** shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
4. To invest the Trust funds in the manner prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.
6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust only after they mutually agree on by majority.
7. To borrow money with or without security and to repay the same only after they mutually agree on by majority.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust only after they mutually agree on by majority.

19/12/11
G. K. K.




CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST


PRINCIPAL
GREENFIELD INTERNATIONAL SCHOOL,
SINGHESHWAR, MADHEPURA, BIHAR

Trust, send replies in consultation with the President, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

d) TREASURER:

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the President and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

VI. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet at least once in every calendar quarter and may meet more often when required, however the minimum gap between two regular meetings shall be 45 days.

- 1) The meeting of Board of Trustees shall be convened by the **President** and he shall preside over the meetings. In his absence, the President may authorize Vice President to be the Chairman of such meetings. In the event the President or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- 2) One half of the Board of Trustees or a minimum of three Trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustees meetings.
- 3) All decisions shall be carried out by the majority decision of the Board of Trustees.
- 4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees by majority.
- 5) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.

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Rajesh Kumar
CHAIRMAN
AKSHAR FOUNDATION & CHARITABLE TRUST

[Signature]
PRINCIPAL
GREENFIELD INTERNATIONAL SCHOOL
SINGHESHWAR, MADHEPURA, BIHAR



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11/11/11