

6320

Trust 1000 / 16000

50 Rs.



अधिन 21 के अन्तर्गत बाह्य  
पारशीर स्टाम्प नियम (हॉटवेल)  
का एन्ट 1993 कि अनुबन्धी  
रि या 1 क. उक्त... 5.41 वर्षों  
बनोवत स्ट म र... स्टाम्प  
बुल्क से बिना...  
बुल्क अवेकित... है।

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25.7.201

निष्पन्न पद DEED OF A BRILLIANT CHARITABLE AND DEVELOPMENT TRUST  
बहानाबाब

THIS INDENTURE is made this 25th day July  
of 2001 year between-

Dr. Radha Kant Sharma Son of Late Ramkrit  
Sharma Resident of Village Barahiya, P.O. Nārhi,  
P. S. Kurtha District Jejanabad, hereinafter called  
the SETTLER ( which expression shall unless excluded  
by or repugnant to the or context be deemed to  
include his heirs executors, administrators assigns  
and representatives) of the One PART.

A N D

1. Mr. Ajay Kumar Singh Son of Mr. Satrughan Pd.  
Singh, Resident of Village Repura, P.O. Chilhaus,  
P. S. Sandesh, District Bhojpur ( Arrah ).
2. Mrs. Nirmala Kumari wife of Dr. Arbind Kumar  
Resident of Village Sabhalpur P.O. Kachnama, P. S.  
Makhampur, District Jehanabad.

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3. Mrs. Rubi Kumari Wife of Mr. Jitendra Kumar,  
Resident of Village Kanauli, P.O. Kazisara, P. S.  
Machdumpur, District Jehanabad.
4. Mrs. Ranjana D/O Dr. Radha Kant Sharma, Resident  
of Mohalla Khetan Lane, Jehanabad P.O. + P. S. +  
District Jehanabad.
5. Rambali Manjhi Son of Late Mani Manjhi, Resident  
of Village Sabdalpur, P.O. Kachnama, P. S. Machdumpur  
District Jehanabad.
6. Mrs. Kiran Devi Wife of Mr. ~~Manoj~~ Manoj Kumar, Resident  
of Mohalla Professor Colony, permanent resident  
of Village Devariyan P.O. Devariyan, P. S. Udwan  
Nagar, District Bhojpur (Arrah).
7. Mr. Rajeev Kumar Son of Mr. Devendra Sharma,  
Resident of Village Sabdalpur, P.O. Kachnama,  
P. S. Machdumpur, District Jehanabad, hereinafter  
jointly called "THE TRUSTEES" ( which ex-  
pression shall unless 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 survivor or survivors of any of  
them and their successor or successors in office)  
of the OTHER PART .

WHEREAS

- (1) That settler is desirous of establishing a  
Trust for public welfare and charitable objects  
and purposes in India hereinafter expressed.

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- (2) At the request of settler the trustees  
have agreed to act as Trustees of these presents  
upon the terms and provisions hereinafter  
contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS,

1. In order to get it effective the said object  
of welfare and Charity the settler 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  
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 same  
or otherwise may hereafter be subject to the  
trust (hereinafter referred to as "THE TRUST  
FUND") for the welfare and Charitable objects  
and purposes and uses hereinafter expressed  
with the powers and on their terms and condi-  
tions herein contained of and concerning the  
same.

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2. That the name of the Trust shall be M A Brilliant Charitable and Development Trust and the office of the Trust shall be situated at Purani Bijli Colony, P.O./F.S. Jehanabad District Jehanabad which may be removed from time to time such other place or places as the trustees may deem fit and proper at their discretion.

THE OBJECT OF THE TRUST ~~IS~~ SHALL BE :

- (1) To establish, promote, set up, run, maintain Schools, and other Institutions and to aid finance and support in the setting up, maintaining and running Schools, and other Lunatic Institutions, establishments like, Orphanages, Widows homes, Lunatic Asylum, houses for the poor or other establishments for reliefs and/or to help the poor old infirm people and destitutes.
- (ii) To give, provide and/or help and assistance in cash or kind to the poor and/or destitutes people widows etc.
- (iii) To give, provide and/or render help and assistance for the implementation of any

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scheme for providing livelihood and upliftment to the poor.

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

(v) To give, provide monetary and other help and assistance for the relief of persons and animals affected by natural and other calamities such as flood, fire, famine, cyclones, earth quakes, storm accidents, pestilence, drought, epidemic unbearable cost of living requirements to give donations, subscriptions or contributions to the Institutions, establishments, Centres or persons doing relief works on such occasions.

(vi) To establish, maintain or grant aid for the establishment or maintenance of wells, Tube wells, tanks, etc and/or plantation of trees and construction or repairing of ~~plants~~

Recd. via Kar. F. Sharma



- (x) To finance, help, assist, support in promoting, advancing and incouraging primary, secondary and higher education including technical and medical education among the people including other welfare centres for them.
- (xi) To foster and encourage education and training in handicrafts, fine arts among the rural women. It will provide monetary gifts for imparting such education and establishing and maintaining such institutions for women and children also to finance in providing social welfare works for the women and children.
- (xii) To meet travelling, boarding and lodging expenses for the students going abroad for higher commercial and technical education.
- (xiii) To grant, pay or give scholarship, stipends prizes, rewards, allowance and other financial assistance or help in cash or kind to the

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students, with a view to help them in prosecuting their studies in schools, colleges, educational institutions, technical institutions art, schools, other training research or educational works in India or abroad.

(xiv) To open found establish, promote, set up, to run, maintain, hospitals, charitable dispensaries maternity, homes, child, welfare centres, convalescent homes, sanatoriums, hostels and other similar institutions or centres, rendering or providing medical relief and/or aid to the sufferers or promoting research and education in the field as to finance in the setting up running and maintaining the above mentioned institutions, centres and settlements.

(xv). To open, found establish, promote set up, run centres stadium, play grounds and Parks for public use, sports and games and other social

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welfare works and/or activities all over the State of Bihar and/or other places in India also to finance in the establishment of running and maintaining such centres Parks play ground etc.

(xvi) To set up found establish promote, run institutions, centres, meeting rooms auditoriums for providing welfare and other services to the public and/or in the setting up, running and maintaining them.

(xvii) To promote, organise, administer, establish, support maintain and/or to aid to any person institutions or society or organisation whatsoever having for its objects of charitable purposes and to incur expenditure in connection therewith.

(xviii) To renovate or repair and such temple, mosque, Gurudwara, Church or other places which is notified by the Central Government in h

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the official Gazette to be of historical, archaeological or artistic importance or to be a place of public worship of renown through out any State or States.

(xix) To promote, assist and/or maintain in all activities by whosoever carried on or where ever carried on in India in conformity with the objects of the Trust and as are conducted to the well being and general welfare of the nation or are conducted for the advancement of any object or objects of general public utility not involving /carrying on any activity for profit.

(xx) To help in the preservation of cattle and useful animals.

(xxi) To publish and or publishing books, Pamphlets, Periodicals and newspapers in India or outside for the spread and advancement of education and culture.

*Radhika Koul-Sharma*

(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 but the validity of the the trust created by these presents as a trust for public charitable ~~work~~ purposes shall not be effected 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 charge ~~it~~ the same from time to time if they so deemed it fit and proper. The first financial year of the Trust shall close on 31st March, 2002.

6. The trustees shall inform time to time after meeting the expenses of and incidental to the management of the Trust properties and of the Trust will decide the particular object or

*Radhika Kant Shastri*

objects for which the income of the Trust fund or properties for the time being available shall be applied after meeting the expenses of incidental to the management of the Trust properties.

7. The trustees may accept any donation or contribution in cash or in kind from any person, ~~for~~ firm, Company, Corporation, Associations, Institutions, or Trust or Govt, (including the settler 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 condition 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. Functions -

Without affecting the generality of powers and

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functions 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 execute such documents, deeds, papers etc. as may be necessary in connection therewith.

(ii) To arrange for and/or authorise the assigning 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

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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 such committee of trustees and/ or others to attend to or supervise or ~~do~~ conduct specified jobs of functions or trust matters in ~~a~~ 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.

9. The Trustees shall cause true and accurate account to be kept for all moneys received and

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spent and of all matters in respect thereof in course of management of trust properties or in relation to the carrying out the objects and purpose of the trust as well as of the assets, credits and effects of the Trust properties.

10. If the income from the trust property in a particular year is not fully utilised the unexpended income subject to the applicable provisions of the Income Tax Act, 1961, shall be carried over to the next year or years and will be spent in such subsequent year or years for the advancement of any of the object of the trust.

11. 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 Bankers or Banker concerning the operation of such account or accounts and to authorise by appropriate resolution two or more of the trustees jointly with an

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agent appointed by the Board of Trustees in  
this behalf to operate such account or accounts.

12. 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 damages by fire and may occur all other  
costs, charges and expenses incidental to the  
administration and management of the Trust and  
the properties for the time being belonging to  
the trust as they may in their absolute discre-  
tion think fit.

13. The Trustees may manage or supervise the  
management of any lands, heretage 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  
buildings and to built drains and make roads and  
fences and otherwise to improve and develop and

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to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses and buildings 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.

14. The Trustees may appoint, Secretaries, Manager, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Gomasta or other employees for the purpose of management and supervision of the trust Estate, for Collection of rent, effects and profits, for keeping the accounts and records and for other purpose of the trust.

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

16. The Trustees may demise ( to transfer ) the

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immovable property or properties for the time being and from time to time belong to the trust either from year to year or for any fixed terms or for ~~any~~ term of year 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.

17. 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 to 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-

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bonafide loss occasioned thereby.

18. The Trustees may join or co-operate and amalgamate the trusts created by these present or ~~any portion thereof with any trust or institutions~~ having allied and or similar objects upon such terms as they may in their absolute discretion think fit.
19. The Trustees may frame schemes and rules and regulations time to time 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.
20. 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

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Paying, delivering or transferring the same therefrom and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.

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

22. The Trustees may reimburse themselves and pay and 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 travelling expenses but will not be entitled to any remuneration.

23. All the Trustees unless they voluntarily

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resign or otherwise decide, shall continue to be the trustees during the terms of their natural lives.

24. The number of trustees shall be not less than two and not more than nine.
25. Any Trustees may retire at any time without assigning any reason and without being reasonable for any costs occasioned by such retirement.
26. The surviving or continuing trustees may notwithstanding any vacancy in their board act as trustees PROVIDED HOWEVER that if the number of trustees shall fall below two of the minimum fixed by these who present the trustees shall not except for the purpose of filling any vacancy, act so long as the number is below the said minimum.
27. Three Trustees at a meeting shall form a quorum for any meeting of the trustees including Chairman.

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28. 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 to be trustee.

29. 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 the disposal of the corpus shall be decided except with the consent of the Chairman of the Trust.

30. In case of difference of opinion between the

trustees, the opinion of the majority shall prevail and if the trustees are equally divided in any matter, the Chairman shall have a casting vote.

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31. 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.
32. Notice of the meeting of the trustees and all communication may be sent to the trustees at their addresses registered for the time being in the records of the trust.
33. 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.
34. 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.
35. The minutes of the proceedings of every meeting of the Trustees shall be entered in a Book to be kept for that purposes and signed by the

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Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed by conclusive evidence of the business and other matters transacted at such meeting.

36. No person being -

- (i) an undischarged 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.

37. 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 trustees.

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

- (a) if he dies ; or
- (b) If he becomes bankrupt ; or

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(c) If he becomes insane or otherwise become  
incapable to act ; or

(d) If he resigns his office.

39. 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 time  
being and he will be entitled to carry out all  
the duties and functions of a Trustees any other  
deed or writing.

40. 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.

41. 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

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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 ~~workings~~ continuance of the trustee proposed to be removed as trustee or these presents 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 levelled 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 any where.

IN WITNESS WHEREOF the Settler and the Trustees have executed these presents on the day, month

*Radha Kant Shigra*

and year above mentioned.

WITNESSES :-

1. Jee tendra kumar  
vill- Kasali, Post- Kasali  
P.S. Makdumpur, Dist. Behar

2. Kaushal Kumar

vill- Parhan  
P.O. Akbarpur  
P.S - Kinjar  
Dist- Jehanabad  
25/7/2001

Radha Kant Sharma  
25/7/01  
SIGNATURE OF THE SETTLER

R. K. Sharma

SIGNATURE OF TRUSTEES.

1. Ajay Kumar Singh

2. Nirmala Kumari.

3. रानी कुमारी

4. Ranjana

5. रामवत गाम्भी

6. किरण देवी

7. राजीव कुमार

25/7/2001

Certified that the original and Duplicate copy are true and exact copy of each other.

Settlor is main executant and executed this deed on the consent of the trustees.