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एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL



22 अक्टूबर दि. 9. 90-2099, आवधिक अजबू पति शशि शंकर सा  
F 312218

सिमरा न्या. प.



सत्यमेव जयते

बिहार सरकार

जिला निबंधन कार्यालय, मुजफ्फरपुर

दिनांक 13/10/2011 को श्री/श्रीमती शशि शंकर

द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 1000/- मुद्रांक शुल्क एवं रु० 4611/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्रहण पाया गया। जिन लेखाकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं० 2592 के रूप में पुस्तक सं० 4 की जिल्द सं० 35 के पृष्ठ सं० 315 से 334 तक CD 10 में आज तिबंधित एवं कुल 20 पृष्ठों में संधारित किया गया।

**TRUST DEED**

दिनांक 13/10/2011

This deed of public charitable trust executed on this 13th day of October 2011.

**BETWEEN**

Shashi Shankar, S/O- Mr. Bishwambhar Prasad Thakur, aged about 38 yrs. At- Simra, PO- Srikant, Distt- Muzaffarpur (Bihar). P.S. Peeyayy. Settler.

राज कृष्ण सा

बिबंधन अधिकारी

Executed trust deed Shashi Shankar  
Executed trust deed  
Executed trust deed Girija Singh  
Executed trust deed Ruchi Mishra  
13/10/11  
13-10-11  
13-10-11  
13-10-11

26/5/11

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विभागाध्यक्ष एवं कर्तव्य निभाय

Serial No :  
Token No : 26210  
Type & Status  
of Party

Deed No :  
of 2011  
Name of Party

Photo

Thumb

Index

Middle

Ring

Little

"Shanti Educational Trust"

Shashi Shanker  
13/10/11

25/6

Signature of Party  
Shashi Shankar

Self



Signature of Party  
Shashi Shankar

C67-11

Shashi Shanker 13/10/11

Signature of Party  
Arnika Anu



Signature of Party  
Girija Singh

C67-11

Arnika Anu. 13/10/11



Signature of Party  
Ruchi Mishra

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Girija Singh. 13.10.11



Signature of Party  
Ganesh Mishra

C67-11

Ruchi Mishra 13-10-11



Identifier

Signature of Party

C67-11

Ganesh Mishra 13.10.11

S/o (Late Ganesh M)  
Late Gopal Sd. Mishra  
(Furaru)

Witness by

Ganesh Mishra

S/o Late Gopal Sd. Mishra

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AND

- 01. Mrs. Arnika Anu, W/O- Shashi Shankar, aged about 34 yrs. At- Simra, PO- Srikant, Distt.- Muzaffarpur (Bihar). P.S. Peeyar.
- 02. Mrs. Girija Singh, W/O- Late Mr. Awdhesh Prasad Singh, aged about 60 yrs. At- Khodadpur, PO+P.S. Madhuban, Distt.- East Champaran (Bihar). AT- Aghoriya Barzay Protection Colony P.S. Kosi Mahammadpur Distt. Muzaffarpur
- 03. Mrs. Ruchi Mishra, W/O- Mr. Ganesh Mishra, aged about 37 yrs. At- Shankar Nagar, Ramna, Muzaffarpur, (Bihar). P.S. Mithanpura Trustee

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Herein after jointly referred to as "THE TRUSTEE" (which expression shall, unless excluded by or repugnant to the context be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.

Whereas the settlor desired to establish a trust for public charitable objects of running institutions for catering to the needs of the people related with health and education thus the present trust shall establish health and educational institutions namely "Shanti Educational Trust" and "Blue Sky Public School".

And whereas the founder trustees had at the request of the settlor, agreed to act as the first trustees of these presents and started to run Blue Sky Public School and At- Mohmadpur Kothi, PO- Pilkhi, Distt.- Muzaffarpur, Bihar with initial donation of Rs- 100000 (One lac only) set a part by the author on 13th day of October 2011. P.S. Sakra.



AND whereas it is necessary to get the Trust deed registered and declared the objects and terms of the

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public charitable trust, constituted under these presents.

Now this indenture witness as follows:

**CREATION OF TRUST:**

01. That, in order to effectuate his aforesaid desire, the settlor set apart and handed over to the trustees a sum of Rs 100000/- (One lac only.) (here in after called the "Trust Fund" on 13th day of October 2011. which expression shall include cash and any other assets or investments of any kind whatsoever into which the same or any part there of might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the Trust subject to the powers, provisions, agreements and declarations herein after contained here to in this deed.

02. The name of trust shall be:

**"SHANTI EDUCATIONAL TRUST"**

03. **PLACE OF OFFICE :**

The principal place of office of the Trust is presently situated at At- Simra, PO- Srikant, Distt. - Muzaffarpur (Bihar). The trust may however open its office/sub-offices/branches at places as may be considered necessary by the board of trustees from time-to-time.

04. **OBJECTS:**

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~~Armitika Armi~~ 13-10-11

~~Gairija Singh~~ 13-10-11

Ruchi Mishra 13-10-11



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- A. That the MAIN OBJECTS for which this trust is established are:
- (a) To establish manage and run Shanti Educational Trust At- Simra, PO- Srikant, Distt.- Muzaffarpur (Bihar).
  - (b) To establish, run, support, develop, and maintain schools, colleges, libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general and to establish and run nursing homes, maternity homes, old age care centre and other specialized health service providing centre.
  - (c) To establish maintain and run studentships, scholarships and render other kind of aid to students including supply of books stipends, medals and other incentives to study without any distinction as to caste, color, race, creed or sex.
  - (d) To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts for the preservation of historical monuments and for the research and other institutions, in India, having similar objects for the benefits of the public in general.
  - (e) To establish, maintain or grant aid for the establishment and maintenance of parks, gardens, gymnasiums, sports, clubs for all round development of human resources and use by public in general.
  - (f) To establish maintain or grant aid to homes for the aged, orphanages or other establishment for the relief of widows and aged persons and to educate them for better life and prosperity.

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- (g) To establish and develop institutions for the physically handicapped and disabled or mentally retired persons and to provide them education, food, clothing or other help.
- (h) To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, etc. and to give donations and other assistance to institutions, establishments or persons engaged in such relief work for the purpose of development and inculcation of social activity among the people.
- (i) To grant aid or render assistance to other public educational trusts or institutions .

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**B. INCIDENTAL AND ANCILLARY OBJECT:**

In furtherance of the above objects and other objects hereinafter contained in this deed the trustee may do the following acts deeds and things:

- (i) To apply the whole or part of the income or whole or part of the corpus of trust fund for one or more of the object of the trust. Provided that not with standing anything here in before or here in after contained, the income as also corpus of this trust funds shall be applied and/or applicable only to or for such public charitable purposes and objects as define under the provisions of income tax act, 1961 and within such territories ~~only and subjects~~ to such conditions or limitations, if any, may from time to time be laid down in the income tax act 1961 or any other act covering taxation of income as will ensure or make the trust hereby established and income as eligible for exemption from taxation under the income tax act 1961 or any replacement or re-enactment there of modification there of under any other act governing taxation for the time being in India.

(ii) **BANK ACCOUNT:**

To open account with any Bank or post office in the name of the trust ~~and/or in the name of the said~~ educational institutions or other establishments



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and/or otherwise as may be decided by the founder trustees from time to time as the founder trustees may think necessary. Any trustee/trustees, as authorized by the founder trustees in its meeting, jointly or singly will be competent to exercise the powers contained in this clause.

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(iii) The trustees may out of the corpus of the subject matter of the trust spend such sale/proceeds or any part there of and appropriate such money or part there of for laying out, erecting and furnishing and building of Educational institution, libraries, research institute or for incurring any capital expenditure as may be unanimously resolved upon by the trustees or as may be allowed by court in capital expenditure i.e. on land, construction of building, expansion and procurement major equipments etc. for the Educational institutions and/or other establishments.

(iv) To apply for state aids, Govt. grants foreign aids whenever necessary and observe the rules and regulations that may be imposed upon them by the state Govt. and other regulatory bodies. The object of the trust shall not be limited by the objects as contained herein above and the trustees shall be free to do all such acts and things in furtherance of and in fulfillment of its charitable objectives directly or indirectly which are not otherwise prohibited by law. Thus trustees may establish any business with an objective to utilize its profit only for its aims and objectives.

**C. ROLE & RESPONSIBILITIES OF TRUST/TRUSTEES:**

In furtherance of the above objects and other objects here in after contained in this deed the role & responsibilities of the Trust shall be as under:

(i) To ensure that the school and maternity homes gets proper land, building, equipments, furniture and qualified staff at least as per the norms of the apex conferencing body .



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- (ii) To ensure that the school and the maternity home is run as a community service and not as a business and that commercialization does not take place in the school maternity home in any shape whatsoever.
  - (iv) To safeguard the autonomy of the principal and provide him total support except when the Principal goes against the established and clear directives laid down by the management.
  - (v) To have control over the School Management Committee and shall approve the budget/tuition fees and annual charges etc. for the school.
  - (vi) To have control over any capital expenditure.
  - (vii) To generate funds for the needs of the school whether it is recurring or non- recurring.
  - (viii) To generate funds for the needs of the school has the basic essential facilities such as laboratory Equipments, games and sports articles and other co-curricular activities Library Books etc.
  - (ix) To ensure that the school is running as per the provisions of the education act/affiliation norms and is providing quality education to the children and for this to take necessary steps as per its need.
  - (x) To ensure that the maternity home is run as per the guide lines of the State health Deptt.

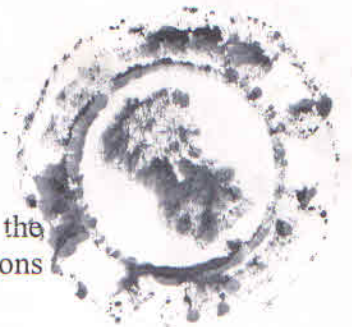
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#### DONATIONS & CONTRIBUTIONS:

05. That the trust Fund may be augmented by the income from the initial fund and also by donations and other contributions.

#### 06. APPLICATION OF TRUST FUND:





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That the Trust Fund shall not be applied for any purpose other than those specified in para 4 here in after.

07. **ACCOUNTS AND AUDIT:**

That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust. Annual accounts of the Trust shall be audited by a Chartered Accountant .

08. **POWERS OF TRUSTEES:**

That for the furtherance of the objects of the trust, the trustees shall have the following powers:

- (a) Managing trustee has full right to increase or decrease the number of trustee maximum 15 and minimum of 3 through voting right.
- (b) The Trustees will advise and support the managing trustee to carry on day to day affairs of the trust.
- (c) To advise and manage the affairs of the trust as assigned by the Managing trustee appointed the settlor for a period specially mentioned or authorize declared null and void by a resolution taken by the Board of trustee. If Managing trustee resign or medically unfit to carry out the duties then all the trust members (founder & new members) will elect the managing trustees with consent of settler.
- (d) To fill the casual vacancy on post of Managing Trustee becoming vacant, by electing another founder trustee and he shall hold the post of Managing trustee up to the conclusion of the next Annual General Meeting.
- (e) To constitute different committees like selection committee/departmental promotion committees for various categories of staff.
- (f) To lay down conditions of service as per norms of CBSE/Government and to approve promotion/

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appointment / termination of the employees as well as to grant special increments or rewards to staff.

- (g) To accept any donation, contribution, grant or subscription in cash or in kind, from any person (s), body of persons or trust, with or without conditions.
- (h) To apply the whole or any part of the income of the trust, or the trust fund or accumulations there to any one or more of the objects of the trust as the trustees may in their discretion, deem fit from time to time.
- (i) To convert and deal with the trust property and/or any investments for the time being.
- (j) To invest the Trust Fund in shares, stock or debentures or other securities and investments in deposits with or loans to any company, bank, firm or any other person and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.
- (k) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (l) To let out, demise any property comprising in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- (m) To open account in the name of the trust, Trustees and/or institution run/conducted by the Trust with a bank, to operate such account and to give instructions to the bank and to provide for opening and operation of such account by the trustees or by an agent appointed by the trustees or by an agent appointed by the Managing Trustees.
- (n) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceeding regarding the trust fund.

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- (o) To appoint or make provision for the appointment of any person for the purpose of the administration of the trust in such manner and subjects to such rules and regulations as the Trustees to hold any fund or investment subjects to the provisions of this deed in such manner and subjects to such rules and regulations as the trustees may from time to time think fit.
- (p) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the managements of the affairs there of and/or running any institution in furtherance of the trust and otherwise for giving effect to the objects of the trust.
- (q) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscriptions or donations made by them.
- (r) To set a part and/or allocate the whole or a part of the income or the corpus of the Trust Fund or part there of for any of the objects of the trust.
- (s) To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particular having regard to and in conformity with the objects and nature of this trust.
- (t) To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this trust.
- (u) To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim demand or things as deemed proper for such

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purpose without being responsible for any loss occasioned thereby.

- (v) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations or trust in India which may have been established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organization or Trustees to start maintain, or carry out such charitable objects.
- (w) To borrow moneys either on the security of any property comprised in the trust Fund or otherwise for all or any of the purposes of these presents and it shall be lawful for the trustees to make such borrowings or payments of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit. (s) To apply to the Govt., public bodies, any bank, urban, local, municipal, district, and other bodies, corporation, companies, or presents for and to accept grant of money and of aid, donations gifts, subscriptions and other assistance with a view to promoting the objects of the Trust and to discuss and negotiate with the Govt., public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to confirm to any proper condition upon which such grants and other payments may be made.
- (x) To take over or amalgamate with any other charitable trust, society, association or institution with similar objects.
- (y) To establish, manage organize or maintain or to maintaining any branch of the Trust or its branch with objects similar to those of this

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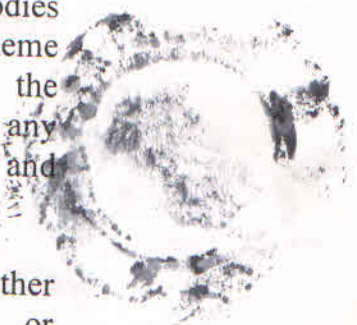
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trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.

- (z) To take over, acquire, manage, control, or aid any existing institutions having objects either wholly or in part similar to the objects of this trust and on such terms and conditions as may be thought expedient.
- (z1) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institution or associations with which this trust is authorized to amalgamate.
- (z2) To transfer and hand over the trust to any other society, corporation, institution, trust or organization on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the society, corporation, institution, Trust or organization with the power, provision, agreements and declarations, appearing and contained in these presents subjects to such modifications as may be necessary and consequent to such transfer of the trust fund. The Trustees for the time being of these presents shall become discharged from the trust here of relating to trust funds so transferred.

09. POWERS AND FUNCTIONS OF MANAGING TRUSTEES:

The Managing Trustee appointed in terms of clause 8 (a),(b)&(c) shall be the chief function are of the trust and shall be responsible for the following functions under the control and supervision of the founder-trustees.

- (i) To keep a record of the proceeding of the founder trustees, Board of trustees, general meeting etc.

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- (ii) To maintain a register of trustees/members with such particulars as may be determined by the board of trustees.
  - (iii) To carry on correspondence on behalf of the trust and to have in custody the records and files of the trust.
  - (iv) To establish contract, negotiate and conclude contract, arrangements etc. With outside agencies taking assignments, projects and other work for and on behalf of the trust.
  - (v) To prepare and present annual accounts of the Trust and to ensure annual audit of the accounts of the trust.
  - (vi) To prepare and present periodically to the Board of trustees a true and correct picture of the expenditure of the trust.
  - (vii) To look after the day to day functioning of the trust and will exercise powers under the direction and guidance of the founder trustees.
  - (viii) To co-ordinate and exercise general supervision over all the activities of the trust.
  - (ix) To do all other functions related to and incidentally there of on behalf of the trust in terms of the broad guidelines of the board of trustees/founder trustees.
  - (x) To execute the policy decisions of the Board of Trustees and founder trustees.
  - (xi) To preside over all the meetings of Board of trustees, Founder Trustees and Annual General Meeting as ex-officio Chairman.
  - (xii) To open and operate bank A/C to apply for loan and credit facilities, to close the A/C, to buy properties and securities.

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10. LIABILITY OF TRUSTEES:

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The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, nor any banker or other person with whom the trust properties or any securities may have been deposited or kept.

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11. **BINDING & RELAXATIONS:**

The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or there duties relating there to, Provided that nothing herein contained shall prevent the payment in good faith of remuneration or reward to any other employee or servant of the trust or to any member of the trust or other person in return for any service actually rendered to the trust.

12. **MEMBER OF TRUSTEES:**

BOARD OF TRUSTEES: All the trustees by whatever name called shall constitute a Board of trustees.

13. **VACATION OF OFFICE OF THE TRUSTEES:**

The Board of trustees for the time being will be at liberty to appoint additional Trustees for such period on such terms as to retirement and re-appointment as the trustees for the time being consider proper.

Any casual vacancy in the founder trustees shall be filled up by co-option by the remaining founder trustees. If the number of the founder Trustees shall fall below five the trustees shall not except for the purpose of filling any vacancy act so long number is below the said minimum.

14. **RULES AND REGULATIONS:**

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(a) The founder trustees may from time to time frame rules and regulations for the trust, educational institutions nursing and maternity homes or other establishments, branches and/or divisions or other wise. In framing the rules and regulations by the founder trustees advice/recommendations of the trustees other than founder trustees shall be recorded and discussed by the founder trustees in its meeting.

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(b) The founder trustees may from time to time frame rules for the conduct and regulations of the meetings of trustees. In the absence of such regulations:-

(i) Two- Third number of trustees rounded to higher number subject to minimum three shall form a quorum for a meeting of the trustees.

(ii) Resolution passed without any meeting of the trustees but by circulation there of and evidenced in writing under the hands of four-fifth trustees shall be as valid and effectual as a resolution duly passed at a meeting of trustees.

15. ACCOUNTING YEAR:

The accounting year of the trust shall be irrevocable for all times.

16. IRREVOCABILITY:

The trust and the trust funds shall be irrevocable for all times.

17. OFFICE:

The office of the trust shall be situated at Muzaffarpur unless changed by the Trustees by three-fourth majority.

18. LEGAL PROCEEDING: The Trust may be sued in the name of the trust.

19. AMENDMENT:





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Save and except the clause -4 on aims and objectives, clause -11 on binding and relaxations, clause-16 regarding irrevocability of the trust and clause -6 regarding application of trust fund, amendment to this trust deed may be made for better management and administration of the trust keeping intact the basic structure of the trust by four -fifth majority of its total strength at a special meeting convened for the purpose.

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Girija Singh.  
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In witness where of the parties here to have herein to seen and subscribed their respective hands on the day month and year first mentioned herein over.

Solemnly affirm on this 13th day of October 2011.

WITNESS

- 1. Ganesh Mishra  
S/o. Late. Gopal Pd. Mishra  
Purani Dharamshala  
P.S. Kazi Mohammadpur  
Dist - Muzaffarpur.
- 2. Raj Kumar.  
S/o. Late Ganga Thakur  
At. Chandpura  
P.S. Goural  
Dist. Vaishali

Draft by  
Randvir Kumar  
Deed writer  
L.No. 1/02

Draft by

Randvir Kumar "Deed Writer"

Mr. Brahampura Mishra

1/02

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**Endorsement of Certificate of Admissibility**

Admissible under Rule 5 : duly stamped ( or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 64. Also admissible under section 26(a) of the B. T. Act.

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Stamp duty paid under Indian Stamp Act	Rs.	1000	Amt. paid by N.J. Stamp Paper -	Rs. 100				
Addl. Stamp duty paid under Municipal Act	Rs.	0	Amt. paid through Bank Challan -	Rs. 5511				
		<b>Registration Fee</b>	<b>LLR + Process Fee</b>	<b>Service Charge</b>				
A1	4000 C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
A8	0 D	0 H2	0 K1b	0 Liil	0	Proc. Fee	0	400
A9	0 DD	0 I	150 K1c	0 Mb	25	<b>Total-</b>	0	
A10	0 E	0 J1	0 K2	0 Na	36			
B	0 H1a	0 J2	0 Li	0				
					<b>TOTAL-</b>	<b>4211</b>		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. :					<b>4611</b>			
Date : 13/10/2011								

Registering Officer  
Muzaffarpur Sadar  
13-10

**Endorsement under section 52**

Presented for registration at Registration Office, Muzaffarpur Sadar on Thursday, 13th October 2011 by Shri/Smt. Shashi Shankar s/w of Bishwambhar Prasad Thakur by profession Agriculture. Status - Trustee

Shashi Shankar



Signature / L.T.I. of Presentant Date : 13/10/2011

Registering Officer  
Muzaffarpur Sadar  
13-10

**Endorsement under section 68**

Execution is admitted by those executants and identified by the person ( identified by Ganesh Mishra age 41 Sex M son/daughter of Gopal Pd. Mishra resident of Purani Dharamshala ,Ps-Qazi Mohammadpur,Muz.. ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

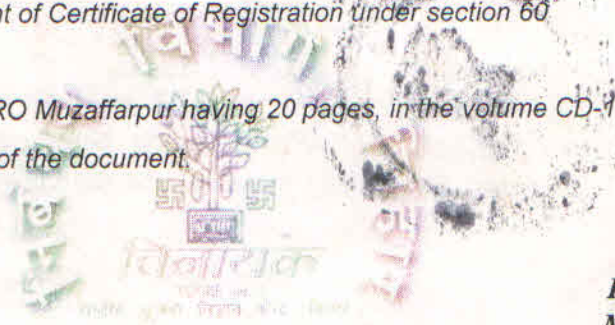
Date :

Registering Officer  
Muzaffarpur Sadar  
13-10

**Endorsement of Certificate of Registration under section 60**

Registered in Book 4 of DSRO/ SRO Muzaffarpur having 20 pages, in the volume CD-10 and document no. of which is printed on the First Page of the document.

Date: 13/10/2011



Registering Officer  
Muzaffarpur Sadar

ए.एस. मशरूफ

Scany  
Anish

6881

127987



495

बिहार सरकार  
जिला निबंधन कार्यालय, मुजफ्फरपुर

दिनांक 05/11/2011 को श्री/श्रीमती विश्वम्भर प्रसाद ठाकुर

द्वारा यह दस्तावेज

निबंधन हेतु उपस्थापित किया गया। इसमें रु० 8200/- मद्रांक शुल्क एवं रु० 4241/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर अंकित हैं। इसे दस्तावेज सं० 24909 के रूप में पुस्तक सं० 1 की जिल्द सं० 385 के पृष्ठ सं० 5/495 से 503 तक CD 91 में आज निबंधित एवं कुल 9 पृष्ठों में संधारित किया गया।

ह०

राज कृष्ण झा

निबंधन पदाधिकारी

Date : 05/11/2011

Total Rec + 1324000

Stamp	₹
8100	3600
100	250
8200	36
	3886

पं० ०१० - 28 A - Raquib 5/11

1. नाम लेख्यकारी:- श्री विश्वम्भर प्रसाद ठाकुर, उम्र-65 वर्ष, पिता स्व० कामेश्वर नारायण ठाकुर, जाति भूमिहार ब्राह्मण, पेशा कास्तकारी, साकिन मौजा सिमरा, पो०-श्रीकान्त, थाना-पीयर, सब रजिस्ट्री सकरा, मुंशिफी वो जिला-मुजफ्फरपुर, भारतीय।

प्रथम पक्ष (लीजकर्ता)

Raj

मं० ६२३ ५/११



सही विश्वम्भर प्रसाद ठाकुर को जिला लिखा  
मंगलून पं० करे समर्थ लिखा  
तारीख २ नवम्बर २०११

Serial No :  
Token No : 27987

Deed No :  
of 2011

सही विद्वान्मर प्रसाद ठाकुर  
लक्ष्मी ५-११-२०११

Type & Status  
of Party

Name of Party

Photo

Thumb

Index

Middle

Ring

Little

Lessee

११६

Arnika Annu



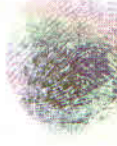
Signature of Party

Arnika Annu.

अरनिका अनु

Presented by  
Self

Vishwambhar Pd. Thakur



Lessor

Signature of Party

Vishwambhar Pd. Thakur

विद्वान्मर प्रसाद ठाकुर

Signature of Party

Shashi Shankar



Identifier

Signature of Party

Shashi Shankar  
s/o Mr. Bishwambhar Pd. Thakur  
05/11/11

2. नाम लेख्यधारी:-

ब्लू स्काई पब्लिक स्कूल, पता-मोहमदपुर  
कोठी, पोस्ट-पिलखी, थाना-सकरा,  
जिला-मुजफ्फरपुर, इकाई शान्ति एजुकेशनल  
ट्रस्ट, कार्यालय सिमरा, पो0-श्रीकान्त,  
थाना-पीयर, सब रजिस्ट्री सकरा, मुंशिफी  
वो जिला- मुजफ्फरपुर द्वारा मैनेजिंग ट्रस्टी  
श्रीमती आर्निका अब्नु, पति श्री शशि  
शंकर, साकिन मौजा सिमरा, पो0-श्रीकान्त,  
थाना-पीयर, सब रजिस्ट्री सकरा, मुंशिफी  
वो जिला- मुजफ्फरपुर, भारतीय। उम्र- 30 वर्ष  
द्वितीय पक्ष (लीजधारी)

797  
स.ए. बिहार प्रशासक केंद्र  
ता. 29 2-99-2019

3. लेख्य प्रकार :-

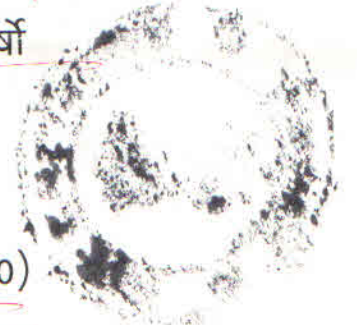
लीज एग्रीमेन्ट 30 वर्षों के लिए।

4. किराया की राशि :-

मो0 40,000/- (चालिस हजार  
रुपया) सालाना प्रत्येक दस वर्षों  
पर दस प्रतिशत की बढ़ोत्तरी।

5. लेख्य सम्पत्ति का विवरण :- मवाजी 200डी0 (दो सौ डी0)

यानि दो एकड़ एराजी कब्जा  
कास्तकायमी बबाके रकबे मौजे  
महम्मदपुर कोठी, थाना- सकरा,  
सब रजिस्ट्री सकरा, मुंशिफी वो  
जिला-मुजफ्फरपुर अन्दरपट्टी बिहार  
सरकार अंचल-मुर्शल, थाना  
नं0-785 (सात सौ पचासी) में  
अवस्थित है।



चक खाता	चक खेसरा	रकवा	चौहद्दी
55 पचपन	18 अठारह	200डी0 दो सौ डीसमल	30- सड़क कच्ची 40- नीज लेख्यकारी पू0- सड़क कच्ची प0- बांध

मवाजी 200 डी0 (दो सौ डी0) यानि दो एकड़ जमीन 30 वर्षों (तीस वर्षों) के लिए लीज तहरीर वो तामिल होता है।

### लेख्य संदर्भ :-

चूँ जायदाद मुन्दर्जे खाने नं0-5 लेख्यकारी फरीक औवल का खतियानी जायदाद है। जिस पर लेख्यकारी फरीक औवल का खास दखल कब्जा चला आता है वो आज भी है तथा उक्त जमीन पर लेख्यकारी फरीक औवल खेती करते आ रहे है कि लेख्यधारी फरीक दोयम जो शान्ति एजुकेशनल ट्रस्ट के मैनेजिंग ट्रस्टी है वह ब्लू स्काई पब्लिक स्कूल खोलने एवं चलाने के लिए एराजी मु0खाने नं0-5 की जरूरत हैं। कि लेख्यधारी ने लेख्यकारी से एराजी मजकुर को लीज पर देने का आग्रह किया जिसे लेख्यकारी ने कबुल वो मंजूर किया वो लेख्यकारी वो लेख्यधारी के बीच वाजिब वो मोनासिब किराया की राशि मो0 40,000/-रुपया (चालिस हजार रुपया) वार्षिक किराया तय वो पोख्तपज पाया वो प्रत्येक दस वर्षों पर वार्षिक किराया की राशि में दस प्रतिशत की बढ़ेत्तरी की जायेगी। लेख्यकारी फरीक औवल वो लेख्यधारी फरीक दोयम दोनों पक्ष ने अपनी-अपनी राजी खुशी वो मर्जी से मुन्दर्जे जैल शर्तो पर राजी हुए।

494

सदी विषयकार प्रसाद सिंह  
वा.स. 29 2-99-2099



## शरायत दस्तावेज लीज

1. यह कि लीज सुदा जमीन तीस वर्ष तक निर्विवाद रूप से चलता रहेगा इस अवधि में लेख्यकारी एवं उनके उत्तराधिकारी किसी प्रकार का बाधा उत्पन्न नहीं करेंगे अगर उत्पन्न करेंगे तो लेख्यधारी को होने वाली क्षतिपूर्ति कानूनन लेख्यकारी को करना होगा।
2. यह कि लीज सुदा जमीन को उक्त अवधि तक किसी दूसरे व्यक्ति के हाथ से हस्तान्तरण नहीं करेंगे।
3. यह कि लीज वाली जमीन संबंधित किसी प्रकार का विवाद होने पर लेख्यकारी एवं लेख्यधारी ही आपस में मिलकर इसका निपटारा करेंगे।
4. यह कि लेख्यधारी उक्त जमीन जो कोष्ठ संख्या-5 में वर्णित है पर कोई भी अवैध या गैर कानुनी कारोबार नहीं करेंगे और न ही कोई भी अवैध या गैर कानुनी समान को रखेंगे। यदि कोई भी अवैध या गैर कानुनी समान या कारोबार उक्त भूमि पर होता है या पाया जाता है तो उसके लिए लेख्यधारी ही एक मात्र जिम्मेवार होंगे।
5. यह कि तय किरायानुसार प्रतिमाह का किराया प्रत्येक वर्ष के प्रथम माह में लेख्यधारी बैंक ड्राफ्ट/नगद/रशीद के माध्यम से अदा करेंगे और लेख्यकारी भी किराया प्राप्ति का रसीद बना देंगे।

195

सही विवरण प्राप्त है  
तारीख- 2-9-2019



500

6. यह कि लगातार तीन वर्षों तक लेख्यधारी के द्वारा किराया नहीं देने पर लेख्यकारी कानूनी कार्रवाई कर किराया का रूपया लेख्यधारी से वसूल कर लेवेंगे और इस वसुली में जो खर्च होगा उसे लेख्यधारी को वहन करना होगा।
7. यह कि लेख्यधारी उक्त जमीन पर स्कूल और छात्रावास ही चलायेंगे एवं शैक्षणिक गतिविधियों के अलावे अन्य कोई कार्य नहीं करेंगे।
8. यह कि लीज समान रूप से लेख्यकारी एवं लेख्यकारी के उत्तराधिकारी तथा लेख्यधारी एवं लेख्यधारी के उत्तराधिकारी पर लागु होता है।
9. यह कि लीज की कुल अवधि 30 वर्षों तक के लिए किया जाता है जो आज दिनांक 5-11-2011 ई0 से 4-11-2041 ई0 तक के लिए मान्य होगा। यह कि लीज समाप्ति के बाद लेख्य सम्पति स्वतः बिना किसी कानूनी प्रक्रिया को आधार बना कर लेख्यधारी या उनके उत्तराधिकारी लेख्यकारी को एराजी मु0खाने नं0-5 वाली सम्पति को वापस कर देंगे।
10. यह कि तीस वर्षों के बाद दोनों पक्षों के बीच आपसी सहमति एवं नयी शर्तों के आधार पर लीज का नवीकरण किया जायेगा।

श्री विवेक प्रसाद शर्मा  
व्यक्ति 2-9-2019



✓



50

11. यह कि उक्त सम्पति हर तरह से पाक वो साफ वो किसी प्रकार का वारदेन नहीं है। इस वास्ते यह लीज पत्र लिख दिया के समय पर काम आवें।

सही विरवम्बर प्रसाद कौर

वारीस २६

५-११-२०११

गवाह

1. Ganesh Mishra  
8/0. Late Gopal Pd. Mishra  
Shankar Nagar  
Kachi Saray, Ramna  
Muzaffarpur.  
05/11/2011

लेख्यकारी का हस्ताक्षर  
सही विरवम्बर प्रसाद कौर  
५-११-२०-११-१

2. Shashi Shankar  
8/0 Mr. Bishwambhar Pd. Thakur  
Vill : Simra  
Po : Sikhar  
PS : Pean  
Distt : Muzaffarpur  
05/11/2011

लेख्यधारी का हस्ताक्षर  
अरणिक्ता अणु  
Arnika Anu



प्राप्तिका रूपची दुमा  
शिवजी राम कका अणुसक्ति  
जिल्ला १/०२ डुवाकम पिका  
मौजि १०२ राम राम (मुमा)

**Endorsement of Certificate of Admissibility**

19

Admissible under Rule 5 : duly stamped ( or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I-A, No. 35. Also admissible under section 26(a) of the B. T. Act.

522/50

Stamp duty paid under Indian Stamp Act	<b>Rs.</b>	<b>8200</b>	Amt. paid by N.J. Stamp Paper -		<b>Rs. 0</b>
Addl. Stamp duty paid under Municipal Act	<b>Rs.</b>		Amt. paid through Bank Challan -		<b>Rs. 12441</b>
	<b>Registration Fee</b>		<b>LLR + Process Fee</b>		<b>Service Charge</b>
A1	3600 C	0 H1b	0 Ka1	0 Lii	0
A8	0 D	0 H2	0 K1b	0 Liij	0
A9	0 DD	0 I	150 K1c	0 Mb	25
A10	0 E	250 J1	0 K2	0 Na	36
B	0 H1a	0 J2	0 Li	0	0
			<b>TOTAL-</b>	<b>4061</b>	
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs.				<b>4241</b>	
Date : 05/11/2011					

Registering Officer  
Muzaffarpur Sadar  
5-11

**Endorsement under section 52**

Presented for registration at Registration Office, Muzaffarpur Sadar on Saturday, 05th November 2011 by Shri/Smt. Vishwambhar Pd. Thakur s/w of Kameshwar Narayan Thakur by profession Agriculture. Status - Lessor

*(Handwritten Signature)*

Signature / L.T.I. of Presentant Date : 05/11/2011

Registering Officer  
Muzaffarpur Sadar  
5-11

**Endorsement under section 58**

Execution is admitted by those executants and identified by the person ( identified by Shashi Shankar age 33 Sex M son/daughter of Bishwambhar Pd. Thakur resident of Simra,Ps-Rear Muz ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date .

Registering Officer  
Muzaffarpur Sadar

**Endorsement of Certificate of Registration under section 60**

Registered in Book 1 of DSRO/ SRO Muzaffarpur having 9 pages, in the volume CD-91 and document no. of which is printed on the First Page of the document.

Date : 05/11/2011

Registering Officer  
Registering Officer  
Muzaffarpur Sadar

522/50  
Sanjay  
Borah