1000ce Deed No. 145 Roo भारतीय गैर न्यायिक INDIA NON JUDICIAL ONE THOUSAND RUPEES 15041 **Rs.1000** 5,100 $|T\rangle$ 1-1 a 05122117 9619 13951 AL 774795 = 90007 बिहार BIHAR 22 1 + C.C.d अवकाप रावकाद जिमधन विमार् दिवास संचकाद मिबंधन विमाग, विहार अन-Deed No. 34 Serial No. 14811 Fort שפור אינשור ואעניא ופאו לאין אינטאין אינטאין אינטאין אינטאין אינטארא אינטארא געעוד L.N. 146/90 J HUY बहार सरकार मिन Govt. of Bihar निर्देषन विभाग, विहार सरकार निर्वेषन विभ anDistrict Registry Office Motiharium. विद्यार सरकार विमधन विद काषानार पदाधिकारी विषयारण, मातिहारी विन्ता विहार चरक Summary of Endorsement यह विमाग, बिहार सरकार तेरधान कि व This document was presented for registration on 25/11/2021 by Ajay Kumar (Settlor) A Stamp Duty of Rs. **5000**/- and other Fees of Rs. **7525**/- has been paid in it. The document was found admissible. The Names, Photographs, Engerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse nage. 3 The document has been registered as Deed No. 145 in Book No. 4, Volume No. 3 on pages from 470 to 484 and has been preserved in total 15 pages in C.D. No. 1 (Sear 2021) der ish में अग्रम हे दिनिया के सरका है दिनाम दिमाम, विहार सरकी त्रावेज जाँचा विमान, विहार क विन्यन विगीन, विहार सरकार निवस विहार सरकार जार निवसन विनान, विहार Signature with Date 1 Token No. 1554 DEED TO FRANK (BRI) BEHARI SHARAN) Registering Officer. Motibar HESUIT Registering Officer, Motihari **10** लिपिक 25/11/2021 Date: This deed of Public Charitable Trust executed on this 25th day of November Two Snel Thousand Twenty One. BETWEEN SRI AJAY KUMAR S/O- Sri Mahesh Prasad Dwivedi, resident of Village Bajrangi Nagar, P.O.- Kuawa, Via- Bara Chakia, Distt.- East Champaran (Bihar), Aadhar no.-3806 1622 1794, referred to as "THE SETTLER/AUTHOR" of the first Part. होता निह वस्यास्व





- 1. Girish Kumar Jha S/O- Upendra Narayan Jha, resident of Bailey road, 6A, Ved Nagar, Rukanpura, Patna-800014, Aadhar no.- 7836 1352 2966 Trustee
- 2. Snehil S/O- Girish Kumar Jha, resident of Bailey road, 6A, Ved Nagar, Rukanpura, Patna- 800014, Aadhar No.- 7301 0483 6951. Trustee
- 3. Rashik Raj S/O- Arun Kumar Thakur resident of Harisant Matri Sadan, Shankar Nagar, Ramna, Muzaffarpur- 842002, Aadhar no.- 7511 1736 0241. Trustee

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4. Kawish Raj, S/O- Arun Kumar Thakur resident of Harisant Matri Sadan, Shankar Nagar, Ramna, Muzaffarpur- 842002, Aadhar no.- 6955 0139 1648. Trustee

Hereinafter 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 present and their successors in office of the other part.

Whereas the settler desired to establish a trust for public charitable objects of running educational institutions.

AND whereas the founder trustees had at the request of the settler, agreed to act as the first trustees of these presents and the settler has set apart in favour of the trust an initial donation of a sum of Rs. 100000/- (Rupees One Lakh Only) towards corpus fund of the trust on the 25th Day of November Two Thousand Twenty One.

AND whereas it is necessary to get the trust deed registered and declared the objects and terms of the public charitable trust, constituted under these presents.

Now this indenture witnesseth as follows:

CREATION OF TRUST:

395 11 1. That, in order to effectuate his aforesaid desire, the settler set apart and handed over to the trustees a sum of Rs. 100000/- (Rupees One Lakh only) (hereinafter called the "Trust Fund" which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees of 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 held and stood possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained hereto in this deed.



AND

2. NAME: The Name of the trust Shall be

"M. P. DWIVEDI EDUCATIONAL TRUST"

3. PLACE OF OFFICE: The principle place of office of the trust is presently situated at H/O- Arun Kumar Thakur, Harisant Matri Sadan, Shankar Nagar, Ramna, P.S.- Mithanpura, Muzaffarpur, Bihar- 842002. The trust may however be shifted to any other place in India if necessary after approval of the Trustee.

4. OBJECTS:

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A. MAIN OBJECTS:

That the main object for which this trust is established are:

I) To establish, run, support, develop and maintain schools, colleges, Coaching center for various competitive Examinations, tests and interview, vocational and professional training institute, libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.

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- II) 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.
- III) To promote, establish, support, maintain or grant aid to institutions for the promotion of Science, literature, music drama and find arts and for the research and other Institutions in India having similar objects of the benefits of the public in general.
- IV) To establish, maintain or grant aid for the establishment and /or maintenance of parks, gardens, gymnasiums, sports clubs, solar parks for all round development of students.
- V) To establish, maintain or grant aid to establishments for the purpose of education and help to the poor, needy and destitute people, orphans, widows and aged persons and to educate them for better life and prosperity.
- VI) To establish and develop educational institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- VII) To grant aid or render assistance to other public educational trusts or institutions and to undertake any activity of charitable nature for the sole purpose of education, training and research.
- VIII) To undertake spread of education in all its aspects and particularly premote technical and medical education at all levels.
- IX) To undertake promotion of international brotherhood and understanding through establishment of educational institutions in other countries.

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X) To take care for the all-round development and welfare of children by providing proper education and training.

B. INCIDENTAL AND ANCILLARY OBJECTS:

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 objects of the trust. Provided that notwithstanding anything hereinbefore or hereinafter 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 defined 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 its income as eligible for exemption from taxation under the Income Tax Act, 1961 or any replacement or re-enactment or modification thre of under any other act, Governing Taxation for the time being in India.

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- (ii) BANK ACCOUNT- To open account with any Bank or Post-Office in the name o the trust and/or in the name of the said educational institutions or other establishments and/or otherwise as may be decided by the founder trustees from time to time and to operate such account and to give instructions to the bank or post office from time to time as 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.
 - The trustees may out of the corpus of the subject matter of the trust spend such sale/proceeds or any part thereof and appropriate such money or part thereof 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 this behalf. The trustees shall have control over the any capital expenditure i.e. on land, construction of building, expansion and procurement major equipment 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 me imposed upon them by the state, Govt. and other regulatory bodies.

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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. However, the ultimate objective of the trust will be solely education and training in any field.

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C. ROLE & RESPONSIBILITIES OF TRUST/TRUSTEES:

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

- (i) To ensure that the school gets proper land, building, equipment, furniture and qualified staff at least as per the norms of the Board.
- (ii) To ensure that the school is run as a community service and not as a business and that commercialization does not take place in the school in any shape whatsoever.
- (iii) To ensure that the funds accruing from the school are spent for the benefit of the school and its expansion.
- (iv) To safeguard the autonomy of the Principal and provide him/her total support except whine 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 ensure that the school has the basic essential facilities such as laboratory equipment, games and sports articles and other cocurricular 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 needs.

5. DONATIONS & CONTRIBUTIONS:

That the Trust fund may be augmented by the income from the initial fund and also by donations and other contributions from time to time.

6. APPLICATION OF TRUST FUND:

That the trust fund shall not be applied for any purpose other than those specified in para 4 hereinafter.



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7. ACCOUNTS & 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.

8. POWERS OF TRUSTEES:

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

- (a) To elect any one of the founder trustees to act as Managing Trustees for a period as may be decided by the Board of Trustees. Mr. Girish Kumar Jha shall be the first Managing Trustee.
- (b) 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.
- (c) To constitute different committees like selection committee/departmental promotion committees for various categories of staff.
- (d) To lay down conditions of service as per norms of CBSE/Government and to approve promotion/appointment/termination of the employees as well as to grant special increments or rewards to staff.
- (e) 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.
- (f) To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto any one or more of the objects of the trust, as the trustees may, in their discretion, deem feet from time to time.

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- (g) To convert and deal with the trust property and/or any investments for the time being.
- (h) 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.
- (i) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (j) 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.
- (k) To open account in the name of the trust, Trustees and/or institution run/conducted by the Trust with banks, to operate such account and to give instructions to the bank and to provide for opening and operation of such account by one or more of the trustees or by an agent appointed by the trustees.



- To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the trust fund.
- (m) To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.

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- (n) 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 meet from time to time think fit.
- (o) 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 thereof and/or running any institution in furtherance of the Trust and otherwise for giving effect to the objects of the trust.
- (p) 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.
- (q) To set apart and/r allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the trust.
- (r) 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.
- (s) 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.
- (t) 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 purpose without being responsible for any loss occasioned thereby.
- (u) 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 Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or presents for and to accept



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grant of money and of aid, objects of the Trust and to discuss and negotiate with the Governments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to any proper conditions upon which such grants and other payments may be made.

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- (v) To take over or amalgamate with any other charitable trust, society, association or institution with similar objects.
- (w) To establish, promote, manage organize or maintain or to assist in establishing, promoting, managing, organizing or maintaining any branch of the Trust or its branch with objects similar to those of this trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- (x) 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.
- (y) 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.
- (z) To transfer all or any part of the property, assets, liabilities and engagements of this trust to any on or more of the trust, societies, institutions or associations with which this Trust is authorized to amalgamate.
- (aa) To transfer and hand over the trust to any other society, corporation, institution, trust or organization of public charitable nature having similar objective 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 hereof relating to trust funds so transferred.
 - (ab) The trust may be dissolved by 3/4th majority of the total strength at a special meeting convened for the purpose. If upon the dissolution of the trust there remains after satisfaction of all its debts and liabilities any property, whatsoever, the same shall not be paid to or distributed directly or indirectly to trustees or their relatives but shall be given to or transferred to some other society or fund or trust, to be determined by 3/4th majority in the event of any dispute arising among the trustees the adjustment of its affairs shall be referred to the Principal court of Original Civil Court Jurisdiction of the district in which the chief building of the trust is situated, and the court shall make such order in the manner as it shall deem requisite.



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9. FOWERS & FUNCTIONS OF MANAGING TRUSTEES:

The Managing Trustee elected in terms of clause 8(a) and 8 (b) shall be the chief functionary 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 proceedings of the founder trustees, Board of trustees, General Meeting etc.
- (ii) To maintain a register of trustees/members with each particulars as may be determined by the board of trustees.

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- (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 for 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 thereof 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 meeting of Board of trustees, Bounder Trustees and Annual General Meeting as ex-officio Chairman.
- (xii) This deed of public charitable trust, executed on this day _25^{an}_ of November 2021, in continuation of "M. P. DWIVEDI EDUCATIONAL TRUST", bearing deed no. 140 Book No.- 4, Jild No.- 2, pages 370 to 382, on CD 1 in total 13 pages, dated 30/03/2012 and PAN no.- AADTM1166E, dated 01.04.2011 which was settled by Mr. Ajay Kumar S/O- Mahesh Prasad Dwivedi, r/o Village- Bajrangi Nagar, P.O.-Kuawa, Via- Bara Chakia, Distt.- East Champaran, Bihara.

Due to the resignation of all four trustees for different personal reasons of theirs, I Ajay Kumar, settlor cum managing trustee, accept the resignation of all the four trustees, details of which are as follows:

1. Akhilesh Kumar, S/O- Vairav Thakur, r/o Belwa, Motihari (Trustee) who had resigned due to health problems on dated 19/09/2017, and as managing trustee, I accepted the resignation, and after that, prior to discussion with the trust members,

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we unanimously decided that Mr. Girish Kumar Jha be selected as trustee in place of Akhilesh Kumar on dated 25/09/2017 in the Trust.

2. Smt. Asha Pandey, W/O- Mani Bhushan Pandey, r/o - Ginjas, Saraiya , Dist- Muzaffarpur, Bihar had resigned due to personal reasons on dated-10/06/2018 and as managing trustee, I accepted the resignation, and after that, prior to discussion with the trust members, we unanimously decided that Mr. Snehil be selected as trustee in place of Asha Pandey, on dated 17/06/2018.

3. Smt. Sita Gupta, w/o - Ramesh Prasad, r/o Bara Chakia, East Champaran, had resigned due to ill health on dated-17/11/2019, and as managing trustee, I accepted the resignation, and after that prior to discussion with the trust members, we unanimously decided that Mr. Rashik Raj be selected as trustee in place of Sita Gupta on dated 26/11/2019 in the Trust.

4. Raj Kishore Singh, S/O- Chandrika Singh, r/o Basudeopur Saray, Muzaffarpur, Bihar, had resigned due to not being able to give proper time and attention to the Trust, on dated-13/08/2020, and as managing trustee, I accepted the resignation, and after that prior to discussion with the trust members, we unanimously decided that Mr. Kawish Raj be selected as trustee in place of Raj Kishore Singh on dated 20/08/2020 in the Trust.

I, Ajay Kumar, settlor cum Managing Trustee, also wish to resign from this trust due to personal reasons and not being able to give proper time for the smooth running and day to day works of the trust. Now, I re-settle this trust with new trustees mentioned above, and I tender my resignation from managing trustee from the day of re-settle (registration date) of trust. Now, the four new trustees will select the managing trustee. As a settlor, I also declare that the present four members of the trust mentioned above are permanent trustees, their legal heir will become the trust members hautomatically.

10. LIABILITY OF TRUSTEES:

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 emission or commission of the other Trustees, nor of any banker or other percen 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 their duties relating thereto. 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. NUMBERS OF TRUSTESS:

FOUNDER TRUSTEES: The minimum number of the founder trustees shall be Four which may be extended to seven. Those whose name and other details are mentioned in the beginning as Trustees shall be hereinafter referred to as first founder trustees.

ORDINARY TRUSTEE/MEMBERS: The trustees other than founder trustees shall be called as ordinary trustees/members. The number of ordinary Trustees/members can be increase and a person can be made Trustee by the trustees deciding at the meeting of the Board of Trustees.

DONER TRUSTEE/MEMBERS: A person may be appointed as Donor Trustee/member willing to donate a substantial money/property to the trust provided the trustees with more than three-fourth majority approves his inclusion as member/trustee for such period on such terms as the trustees may consider proper and accept donation.

HONORARY TRUSTEES/MEMBERS: A person of distinguished qualification, position and personality may be elected as an honorary trustee/member provided the trustees with more than three-fourth majority approves his inclusion.

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

13. VACATION OF OFFICE OF THE TRUSTEES:

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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 three trustees shall not expect for the purpose of filling any vacancy, act so song number is below the said minimum.



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14. RULES & REGULATIONS:

- (a) The founder trustees may from time to time frame rules and regulations for the trust, educational institutions or other establishments, branches and/or divisions or otherwise.
- (b) The founder trustees may from time to time frame rules and regulation for the conduct 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 trustees shall form a quorum for a meeting of the trustees.
 - (ii) Resolution passed without any meeting of the trustees but by circulation thereof and evidenced in writing under the hands of Three-fourth Trustees shall be as valid and effectual as a resolution duly passed at a meeting of trustees.
- (c) All matters will be decided mutually by the trustees by two third majorities unless otherwise specifically required by these presents. However the decisions as to matters as contained in the sub-clauses (j), (l), (m), (r), (t), (v), (w), (x) of clause -8 shall be taken by special resolution by fourfifth majority of votes unless otherwise specified in these presents.

In computing the majority the fraction of half and above shall be rounded up to higher number and less than half will be ignored.

15. ACCOUTING YEAR:

The accounting year of the trust shall be the financial year ending on 31^{st.} March every year.

16. IRREVOCABILITY:

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

17. LEGAL PROCEEDINGS:

The Trust may be sued in the name of the trust.

18. 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 Caluse-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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In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, on the day, month and year first mentioned herein above.

WITNESSS: D YETHERI S/O-Bhaidaw Thakur. Vill. Unchidih: Pakdi p.O. Ram karan Pakdi p.S. Pipra East champeran. Bihar. 125/11/21 2) Asha Pandey Sider hy pla R.K. singh (3/ Ray Lajon · S O Bripin Bihari Singh, At - Agarwa, P.S-Town Motinoni &- champeran 25-11-2021

Settler

A Jay Kymar 25.11.21

Trustees 1200 11 (200 (2) (2) (2) (1) (2) Snehil 25/11/2021 (3) Roshik Ray 25/11/21 (Y) Kawish Ray 25/11/21

Drafted by

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