

22 DEC 2015

# INDIA NON JUDICIAL

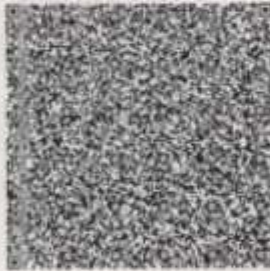
Government of National Capital Territory of Delhi



सत्यमेव जयते

## e-Stamp

Certificate No. : IN-DL95533517399254N  
Certificate Issued Date : 23-Dec-2015 11:18 AM  
Account Reference : IMPACC (IV)/ dl896903/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL95533517399254N  
Purchased by : SUBHASH CHANDRA JHA  
Description of Document : Article 64 Trust  
Property Description : LATE MAHESHWAR JHA EDUCATIONAL TRUST  
Consideration Price (Rs.) : 5,000  
(Five Thousand only)  
First Party : LATE MAHESHWAR JHA EDUCATIONAL TRUST  
Second Party : NA  
Stamp Duty Paid By : LATE MAHESHWAR JHA EDUCATIONAL TRUST  
Stamp Duty Amount(Rs.) : 150  
(One Hundred And Fifty only)



Please write or type below this line.....



Subhash chandra jha



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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authorities.

## TRUST DEED

### LATE MAHESHWAR JHA EDUCATIONAL TRUST

This Deed of Public Charitable Trust executed on this 23<sup>rd</sup> DECEMBER 2015, by: Subhash Chandra Jha S/o Late Maheswar jha R/o Singhia -2 ward no.-8, Samastipur, Bihar- PINCODE - 848209 at present address Gali 8, Kamal vihar kamal pur, Burari, Delhi - 110084 hereinafter called the 'Settler/ Chairman' (which expression shall mean & include his heirs, executors, administrators, assign and representatives) of the ONE PART.

AND

Sr. No.	Name & Address	Designation
1.	SUBHASH CHANDRA JHA S/O LATE MAHESWARJHA R/O SINGHIA -2 WARD NO.-8, SAMASTIPUR, BIHAR, PINCODE - 848209	SETTLER/ CHAIRMAN/ Founder
2.	DEEPAK KUMAR JHA S/O SUBHASH CHANDRA JHA R/O HOUSE NUMBER - 88, 2 <sup>ND</sup> FLOOR, KILOKARI COLONY, NEAR PANJABI CHOPAL, MAHARANI BAGH, ASHRAM, SOUTH DELHI, DELHI - 110014	Vice Chairman / Treasurer
3.	MRS. JYOTI MISHRA W/O SANJAY KUMAR MISHRA R/O B- 101, B- TYPE COLONY, NEAR S.B.I PS MANDI, SARUBERA RAMGARH, JHARKHAND	General Secretary/ Trustee
4.	MR. SURAJ KUMAR JHA S/O SUBHASH CHANDRA JHA R/O SINGHIA -2 WARD NO.-8, SAMASTIPUR, BIHAR, PINCODE - 848209	Trustee

HEREINAFTER JOINTLY called "THE FOUNDER TRUSTEES" (which expression shall unless inconsistent with the context, include the survivor or survivors of them and of other Trustee or Trustees, for the time being,

Subhash chandra jha





Deed Name TRUST

TRUST (MOVABLE)

## Land Detail

Tehsil/Sub Tehsil Sub Registrar I

Village/City Village Burari

Building Type

Place (Segment) Village Burari

\*Property Type Residential

Property Address House No.: , Road No.: , Village Burari

Area of Property 1.00 Sq.Meter 0.00 0.00

## Money Related Detail

Consideration Value 5,000.00 Rupees

Stamp Duty Paid 150.00 Rupees

Value of Registration Fee 1,000.00

Pasting Fee 100.00 Rupees

Transfer Fee 0 Rupees

Government Duty 150 Rupees

TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

R/o

Late Maheshwar Jha Educational Trust Th Maheshwar jha  
Subhash Ch

gali no 8 kamal vihar kamal pur burari delhi

in the office of the Sub Registrar, Delhi this 23/12/2015 14:54:22 day Wednesday between the hours of

Signature of Presenter

Registrar/Sub Registrar  
Sub Registrar I  
Delhi/New Delhi

Execution admitted by the said Shri / Ms.

Late Maheshwar Jha Educational Trust Th Subhash Chandra jha

and Shri / Ms.

Na

Who is/are identified by Shri/Smt/Km. Dji mohan Choudhary S/o W/o D/o Ram lochan near panjabi chopul  
kilokari village mahrani bahi jangpura delhi  
and Shri/Smt/Km Abhishek kumar jha S/o W/o D/o Bhanu bhakta sarani R/o pradhan nagar jeeling west bengal  
(Marginal Witness). Witness-No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar

Sub Registrar I

Delhi/New Delhi

Date 23/12/2015 18:31:34



of these presents and the heirs or executor(s) or administrator(s) or legal representative(s) or any one claiming through them or the last surviving Trustee

WHEREAS the Settler of the Trust is desirous of creating a *Public Charitable Trust* for the "Charitable purposes" as judicially defined from time to time by the Apex Court of the land and with particular reference to the aims and objects of the these presents as enumerated hereinafter;

ANDWHEREAS the Trustees above-named have agreed to become the "Trustees" of this Trust as testified by their being parties hereto;

ANDWHEREAS the Settler is desirous of irrevocably settling a sum of Rupee Five thousands only upon the Trust for the "*Public Charitable Purposes*" as hereinafter expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents, the sum of **Rupees 5000/- (Five thousands)**, to the Trustees to be held as the "Corpus of the Trust";

ANDWHEREAS it is the desire and belief of the Settler that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets by way of gifts, donations, grants, contributions or acquisition by any legally permissible mode of transfer or otherwise, either by way of cash or in kind.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

**1. NAME OF THE TRUST**

The Trust hereby declared and constituted shall be known as '**LATE MAHESHWAR JHA EDUCATIONAL TRUST**'

**2. REGISTERED OFFICE**

The Registered Office of the Trust shall be at 88, S/F VILL. KILOKARI NEAR PUNJABI CHOPAL, NEW DELHI - 110014.

The Branch office shall be presently at Singhi-2 Ward no-8, and the registered office shall be at such other place as the Trustees may from time to time decide. The working office of the Trust shall, however, be at

Sulhash Chandra Jha





the place or places throughout India as the Trustees may from time to time decide. The area of operation of the Trust shall be throughout India and the Trust shall have Area **ALL INDIA**.

1. In pursuance of the said desire and for carrying out such desire into effect the Settler does hereby grant, transfer and assign unto and settle upon the Trustees, the said sum of Rupees Five thousand already handed over to the Trustees (by way of Corpus) and all his estate, right, title and interest, claim and demand unto or upon the said sum of Rupees Five thousand only to have and hold the said sum unto the Trustees but upon and subject to the powers of the Trust and provisions hereinafter declared and expressed and concerning the same.

2. The aims and objects of the Trust shall be for the charitable purposes. The expression "*Charitable Purposes*" shall be understood and applied in the context of these presents in accordance with as defined from time to time by the Apex Court of the Land. In particular, the aims and objects of the Trust shall be as under:

### **3. Aims and objects of the Trust**

- i) To start, establish, run, take over or manage and maintain schools, with an object to provide sound preschool, preprimary, primary, middle, secondary, senior secondary and higher education to children by seeking recognition and affiliation.
- (ii) To establish, arrange and manage training institutions in Teaching, Typing, Short Hand, Computer, Fine Arts, Crafts, Music, Painting, Modeling, Dancing, Yoga, Physical Education and in other professional/technical training subjects.
- (iii) To conduct research in education and other discipline on the different subjects relating to education.
- (iv) To promote literacy, cultural and other social activities by Awareness Programmes, Adult Education Classes, Lectures,

Subhash Chandra Jha



Essay Competitions. Exhibitions, Symposiums, Cultural Programmes, Press Conferences and Seminars.

- (v) To provide food, clothes, medical and financial aid, stationary, transportation, libraries, laboratories, reading rooms, hostels, play grounds, swimming pool and other possible facilities to the students and also to the aged and needy members of the society.
- (vi) To engage, employ or hire appropriate staff, workers, legal experts and other professionals, attorneys, managers and agents for the work and furtherance of the aims and objects of the Trust and to pay their wages, salaries, stipends or fees.
- (vii) To arrange and organize various kinds of child Welfare Programs/Activities.
- (viii) To provide scholarships and other facilities for the Education to the deserving students of the institutes run by the Trust or any other organizations of the country.
- (ix) To acquire and purchase, take on lease, hire or by gift, and hold any moveable or immovable property or any rights, privileges that may be deemed necessary and useful for the advancement of the objects of the Trust.
- (x) To receive and collect gifts, subscription and donations in cash or kind or acquire by any other lawful means and spend the same in fulfillment of all or any of the objectives of the Trust.
- (xi) To accept donations and financial aid from Indian and Foreigner and their agencies/Trusts/institutions etc. subscription, loans from members or other person and to invest the funds of the Trust with such individual, societies, firms or companies as may deem proper and necessary for the fulfillment of the aims and objectives of the Trust and to further its interest as enumerated above.
- (xii) To network with the Government, its agencies, Ministries/Departments, Non- Governmental Organizations,

Subhash chandra Jha





Voluntary Organizations and the media to further the interest of the Trust.

- (xiii) To bring in newer technologies including computer aided education, internet based education to improve pedagogy and curriculum and thereby improve the quality of education at all levels;
- (xiv) For setting-up, establishing, acquiring, running, maintaining and supporting or helping in setting up, maintaining schools, colleges, universities, institutes, polytechnics, research and development centers, other institutions for imparting education and training or undertaking research and development in any branch of learning and holding or conducting examinations and granting certificates, diplomas, degrees and other academic distinctions or titles to persons who comply with the conditions and rules and regulations laid down by the Trustees, subject to accreditation/approval from statutory authorities, wherever applicable;
- (xv) To arrange seminar, debate, discussion on various issues for intellectual growth of the youth and to find out the ways for removing corruption prevailing in the society.
- (xvi) To organize workshop to teachers, Professors, professionals, students, and for the benefit of different sections of society to understand the traditional values of India and to adopt the same in life for overall development of the country.
- (xvii) To provide free education, hostel, food and clothes to orphan/needy children, handicap and disable students, poor Children and meritorious students.
- (xviii) To apply for loan from Bank and Financial Institution to implement various project to fulfill the objects of the Trust.
- (xix) To do all such other lawful things as may be incidental or conducive or ancillary to the attainment of the objects of the Trust or any of them.

Subhash Chandra Jha

All the incomes, earning, movable, immovable properties of the Trust shall be solely utilized and applied towards the promotion of its aims and objects only as set forth in paras 4 r/w 5 of this deed and no profit thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, profits or in any manner whatsoever to the present or past Trustees. No Trustees of the Trust shall have any personal claim on any movable or immovable properties of the Trust or make any profits, whatsoever by virtue of his/her being a Trustee.

#### **4. RULES/REGULATIONS OF THE TRUST**

##### **4.1 Trustees of the Trust**

Any person (more than 18 years) whose names appear in this deed as the Trustees of the Trust and the persons who are subsequently admitted as Trustees by the Managing Committee in accordance with the rules and regulation of this Trust Deed. The Maximum number of the Trustees including founder Trustees, life time Trustees and other Trustees should not exceed more than 7 at a particular time. The Person who has been convicted by any court of Law for the offence(s) of serious nature involving moral turpitude is not entitled to become a Trustee of this Trust.

##### **Temporary/Associate members of the Trust**

Any person (more than 18 years), firm company/organization/NGO/Cooperative/Samiti /Federation, of Indian origin or origin of any other country who can opt for this membership on payment of annual fees as decided from time to time by the Trust and by filling up a membership form. The Temporary members/Associate members shall support the Trust from time to time in achieving the objectives of Trust. However, they will not have any voting right either in Managing Committee or Board of Trustees. However, they are eligible to become the members of any committee or subcommittee at the discretion of the Chairman/Managing Trustee constituted by the Trust for promotion of its aims and objects and also entitled to avail the benefits as determine





by the Trust from time to time. They are entitled to participate in all gatherings or other activities of the Trust.

#### **4.2 Subscription**

- (a) A non refundable admission fees as decided by the Managing Committee from time to time shall be taken by the Trust at the time of admission as Trustee.
- (b) Annual non refundable subscription is payable by the Trustees other than Founder Trustees and Life time Trustees, as decided by the Managing Committee at the close of each financial year.
- (c) Life Trusteeship fees: One time non refundable fee as decided by the Managing Committee from time to time shall be paid at the time of inclusion of a person as a Life Time Trustee .

#### **4.3 Managing Committee of the Trust**

There shall be a Managing committee of the Trust to implement the programme and policies of the Trust. Any decision taken by the Managing Committee shall be deemed to be the decision of the Trust. The Managing Committee shall have all the power to make amendment or alteration in the aims and objects as well as in the Rules and Regulations of the Trust. However, the aforesaid amendment or alteration shall be placed before the Board of Trustees in next AGM for its approval. The Managing committee is further empowered to frame the rules and terms and conditions of appointment of the employees of the Trust from time to time. The composition of the Managing Committee of Trust shall be Minimum Two and Maximum seven.

#### **4.4 Tenure of Managing Committee**

Tenure of office bearers/Trustees (i.e. Chairman and Managing Trustee, General Secretary, Treasurer and other Trustees who constitute the Managing Committee except the Chairman and Managing Trustee shall be of Three Years. After expiry of the Tenure of the office bearers /Trustee they are eligible to be re-nominated in Managing Committee by

Subhash Chandra Shek



the Board of Trustees in its Annual General Meeting on the recommendation/desire of the Chairman and Managing Trustee for further period of three years and so on.

#### **4.5 Quorum and Meeting of Managing Committee**

The Meeting of Managing Committee shall be called by the General Secretary at the Direction of the Chairman, whenever it is necessary. The Mode of Notice for Managing Committee Meeting is either through E-Mail/Registered Post/Courier or through SMS. The Chairman & any one office bearer/Trustee of the Managing Committee shall constitute the Quorum of the Meeting. Any Resolution passed by the consensus or majority of the office bearers present and voting and duly ratified by Chairman shall be deemed to be decision of Managing Committee. The resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the Trustees shall be as valid and effectual as a Resolution duly passed at a meeting of the Trustees.

#### **4.6. Power and duties of the office bearers/Trustees**

- (i) To accept any donation, loan, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or Trust, with or without conditions.
- (ii) To apply the whole or any part of the income of the Trust, or the Trust Fund or accumulations thereto, to any one or more of the objects of the Trust, as the Trustees may, in their discretion, deem fit from time to time.
- (iii) To convert and deal with the Trust property and/or any investments for the time being.
- (iv) To invest the Trust Fund either for the purpose of mortgage of immovable property or in shares, stock or debentures or other securities and investments, or 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.

- (v) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (vi) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- (vii) To let out, demise any immovable property comprising the Trust Fund.
- (viii) To open account in the name of the Trust, Trustees and/or Institutions run/managed by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account anywhere in India as deems fit and necessary by one or more of the Trustees or by an agent appointed by the Trustees.
- (ix) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- (x) To ensure that the school gets proper land, building equipment, furniture and qualified staff at least as per norms of the Board.
- (xi) 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.
- (xii) To ensure that the funds accruing from the school are spent for the benefit of the school and for its expansion.
- (xiii) 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.
- (xiv) To have control over the school management committee and shall approve the budget/tuition fees and annual charges etc. for the school
- (xv) To have control over any capital expenditure i.e. on land and the construction of building, its expansion and procurement of major equipment's for the school.

Subhash Chandra Sharma



- (xvi) To generate funds for the needs of the school whether it is recurring or non- recurring.
- (xvii) To ensure that the school has the basic essential facilities such as Laboratory equipment, equipment for games and sports and other co-curricular activities. Library books etc.
- (xviii) To constitute Selection Committee/Departmental Promotion Committees for various categories of staff.
- (xix) To lay down conditions of service as per norms of CBSE/Government or any other Board or Academic Council as the case may be and to approve promotion/appointment/termination of the employees as well as to grant special increments or rewards to the staff.
- (xx) To ensure that the school is running as per the provisions of the Education Act/affiliation norms and shall be committed to provide quality education to the children and for this shall take necessary steps as per needs.
- (xxi) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- (xxii) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- (xxiii) 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.
- (xxiv) To borrow moneys either on 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 on payment of such interest and otherwise on such





terms and conditions as they may in their absolute discretion think fit.

- (xxv) To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons 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 Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- (xxvi) To take over or amalgamate with any other charitable Trust, society, association or institution with similar objects.
- (xxvii) To establish, promote, manage, organize or maintain or to assist in establishing, promoting, managing, organizing or maintaining any branch of the Trust or any other 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.
- (xxviii) To take over, acquire, manage, control or aid any existing institution or 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.
- (xxix) 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, institutions or associations with which this Trust is authorized to amalgamate.

#### **Chairman and Managing Trustee**

- i. He shall supervise all works and activities of the Trust as well as the works and activities of other office bearers/Trustees
- ii. He shall be head of the Trust and preside over all the meetings of the Managing Committee and Board of Trustees. Chairman shall be for lifetime. He shall have the right



of the casting vote. He shall have the veto right in all the matters of organization. The Chairman and Managing Trustee shall also have the following powers:

- A. To nominate or constitute the Managing Committee in case of any vacancy.
- B. To sign on behalf of the Trust, conduct its correspondence and participate in meetings on behalf of the Trust.
- C. To undertake all such other functions as Managing Committee or Board of Trustee entrust upon him from time to time.
- D. The Director, Chief Coordinator and all other executives shall be appointed by the Chairman and Managing Trustee of the Trust to achieve the objectives of the Trust
- E. To appoint Trustees and life Trustees in consultation with the Managing Committee and to accept the resignation of the Trustees or the office bearers.
- F. To open and operate the Bank account of the Trust or any institute/school established and run by the Trust or to authorize any other person to open and operate the same.
- G. To constitute and supervise the Committees and Sub-Committees for achieving the objects of the Trust headed by a Trustee and other person as decided by him.

#### **Secretary**

- i. To sign for and on behalf of the Trust, conduct its correspondence and record proceedings of its meetings.
- ii. To call the Managing Committee Meetings and Annual General Meeting of Board of Trustees with the consent of the Chairman and Managing Trustee or at his instance.
- iii. To call Ordinary general Body Meeting if so desired in writing by at least 2/3<sup>rd</sup> Trustees of the Board of Trustees.

Subhash Chandra Sharma



time who shall automatically assume the office of Chairman and Managing Trustee after his death or tendering his resignation from his post. The Chairman and Managing Trustee shall have all the powers as are vested in the Board of Trustees/Managing Committee except those which are specifically to be exercised as per law only by the Board of Trustee/Managing Committee and cannot be delegated. His duty is to keep the Board informed about all the activities undertaken by the Trust in Annual General Meeting.

(ii) The other founder Trustees and life time Trustees shall also be at liberty to nominate his/her successor, who shall assume the charge as life time Trustee either upon resignation or upon his/her death. However, nomination shall not have any effect in case of termination of Trusteeship on ground of misconduct or on other grounds as provided under rule 4.8 - v to vii and removal by the Board of Trustee on passing No confidence motion against such Founder Trustee/Life Time Trustee as per the rule 4.8 of the termination mentioned in this deed. The decision of the Chairman in respect of the admitting or not admitting the successor of founder or life time Trustee is final.

#### **4.8 Termination of Trusteeship**

The Trusteeship of any Trustee except Chairman and Managing Trustee shall cease to hold office if:

- i. A no confidence motion is passed by 2/3<sup>rd</sup> majority of votes in the Board of Trustees Meeting on the recommendation of the Managing Committee after conducting an enquiry.
- ii. On completion of his/her terms
- iii. On his/her written resignation
- iv. On his/her death.
- v. On his failure to attend without any plausible reason three consecutive meetings of the Board of Trustees without any intimation/leave for absence and in default, in making payment of any dues.

Subhash Chandra Sharma



- vi. For any other violent, unsociable, unbecoming behavior etc.
- vii. For doing any misconduct or the activities which is against the aims and objects of the Trust or for indulging in any manner to defame the other Trustees or defaming the name of the Trust
- viii. **Resignation:** A Trustee who wishes to resign shall have to submit one month's notice before tendering his resignation to the Chairman. The reason of termination from Trusteeship shall be communicated to the Trustee concerned in writing.
- ix. **Disciplinary proceedings:** In case of the proposed action for termination of a Trustee from the Trust, a Show Cause Notice would be given to such Trustee for explanation before a disciplinary committee is constituted by the Chairman there for. During such proceedings, the Principles of natural justice shall be complied with.

#### **4.9 Composition, Quorum, Meetings of Board of Trustees**

The Board of Trustees is the supreme body of the Trust and the decision taken by the Board of Trustees is final and binding on all concerned.

- (i) All Trustees including Managing Trustee, Founder Trustees, Life Time Trustees and other Trustees for a particular time constitute the Board of Trustees. The Quorum for meeting is 5 Trustees or 1/3 of the total number of Trustees, whichever is less. The Meeting of the Board of Trustees shall be convened by the General Secretary at the Direction of the Chairman and Managing Trustee. The Notice of meeting containing agenda, date, time and place of the meeting shall be circulated through E-mail/Registered post/courier to all the Trustees at least 7 days in advance from the date of meeting.
- (ii) The Board of Trustees shall meet as often as may be necessary or convened to transact business as desired by the Chairman or Managing Committee. All decision of the Board of Trustees shall be taken either unanimously or by majority and if the Board is equally divided, Chairman will have the casting vote.





- (iii) The Managing committee of the Trust may from time to time frame rules for the conduct and regulation of the meetings of the Board of Trustees.

#### **4.10. Amendments in the Trust Deed**

The Managing Committee is authorized to add/amend and vary any clause of the Trust deed including the aims and objects of the Trust, subject to approval by the Board of Trustees.

#### **5. Accounts & Finance**

The accounting year of the Trust shall be the financial year ending on 31<sup>st</sup> March every year. The Trust and the Trust funds shall be irrevocable for all times. The account of the Trust shall be audited by Chartered Account/ Auditor and placed before the Board of Trustees for approval.

#### **6. Legal Proceedings**

The Trust may be sued or entitle to file suit or any other legal proceedings against other person through its General Secretary or any other person duly authorized in this behalf vide resolution passed by the Managing Committee.

#### **7. Legal Advisor and Chartered accountant/Auditor**

The Managing Committee of the Trust shall also appoint Legal Advisor to advise the Trust on Legal matters and CA/Auditor to audit the account of the Trust.

#### **8. Sources of Income**

- (i) Registration, Admission, Special or any other fee in any mode.
- (ii) Subscription, Sponsorships and interest by way of any mode.
- (iii) Donation, gifts, presents & special contribution of any nature.
- (iv) Grants, aid, loan or any other assistance. Receipts from investments of the Trust Fund & Rent.
- (v) Any other receipt not covered by article 8 (i) to (iv)



- (vi) The income of the Trust received from India and outside India as may be from all sources will be utilized for the attainment of the aims and objects of the Trust.

### **9. Meeting of the Board of Trustees**

- (i) The Trustees shall hold the Annual General Meeting of the Trustees once in every year at such time ( not being more than 15 months after the last preceding Annual General Body Meeting) and at such place and time as may be prescribed by the Chairman and Managing Trustee of the Trust.
- (ii) A minimum of ten clear days notice shall be given of every Annual General Meeting to every Trustee containing the Agenda for the meeting, through E-Mail/SMS/Courier /speed post.

### **10. Dissolution**

In the event of dissolution of the trust the funds/ assets will be transferred only to some other trust / society having similar objectives after adjustment of liabilities.

That in the event of dissolution of the Trust, the entire assets/ liabilities of the Trust shall be distributed / transferred to any other charitable organization / association having similar aims and objects, after obtaining previous approval of commissioner of Income tax.

### **11. Bank Account**

- (a) The fund of the Trust shall be kept in a scheduled Bank or any other bank as Trustees deem it fit, with a view to generate income for the Trust and best utilization of the Trust fund, the funds shall be invested in FD, CDs of scheduled banks, Mutual Funds, Bonds/Debentures of any Indian Financial Institution, Government Securities or any other securities or schemes as deemed fit and as permitted by law for the time being in force, considering the overall benefit of the Trust.
- (b) The bank account shall be operated by chairman and vice chairman. Jointly or individually as case may be.



## **12. Application of Funds**

It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose outside India or for any purpose which is not a charitable purpose in law, and all provisions hereof shall be construed accordingly, as permitted by the relevant laws enacted by the Parliament/State legislatures.

1. 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 of omission or commission of the other Trustees, nor any of the banker or other person with whom the Trust properties or any securities may have been deposited or kept.
2. 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 activities of the Trust or their duties relating thereto.
3. The Trust and the Trust funds shall be irrevocable for all time.
4. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoing ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the Trustees to spend the income or corpus of the Trust for any purpose not authorized by these presents.

## **13. DECLARATION**

It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose outside India or for any purpose which not a charitable purpose is as judicially defined by the

Apex Court of the Land and all provisions hereof shall be construed in accordance thereof.


IN WITNESS WHEREOF the Settler hereto has set and submitted his hand, on the day, the month and the year first mentioned here in above.

SIGNED AND DELIVERED BY THE SETTLER AT Delhi.

WITNESSES:



1. MR. DIL MOHAN CHOUDHARY  
S/O RAM LOCHAN CHOUDHARY  
R/O HOUSE NUMBER - 88, NEAR  
PANJABI CHOPAL KILOKARI VILLAGE  
MAHARANI BAGH JANGPURA  
DEFENCE COLONY SOUTH DELHI - 14  
(AADHAR NO. 6497 6733 6059)

*Subhash chandra jha*  
  
(Chairman)  
**SUBHAS CHANDRA JHA**

- Abhishek Kumar Jha*  
2. MR. ABHISHEK KUMAR JHA  
S/O BHANU BHAKTA SARANI  
R/O PRADHAN NAGAR, SILIGURI  
(M. CORP), DARJEELING,  
WEST BENGAL - 734003



*AadHNo-708503702563*

*Directed by*  
*Vivek Chandra*  




Reg. No.  
3835

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2015-2016

Book No.  
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Late Maheshwar Jha Educational Trust Th Subhash Chandra jha

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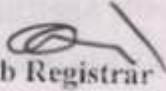
Dil mohan Choudhary, Abhishek kumar jha

Certificate (Section 60)

Registration No. 3,935 in Book No. 4 Vol No 3,400  
on page 67 to 86 on this date 23/12/2015 17:35:39  
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day Wednesday

Date 23/12/2015 18:31:52

  
Sub Registrar  
Sub Registrar I  
New Delhi/Delhi

