



बिहार BIHAR

Serial No. 21683

C 721098
Deed No. 1541

जिला निबंधन कार्यालय, गया

पुस्तकानुसार

दिनांक 27/11/2012 को Ram Naresh Sharma (Settlor) द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 1760 मुद्राक शुल्क एवं रु० 995 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज प्रामाण्य पाया गया। जिला लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनको तथा उनके पश्चात्पति के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसी दस्तावेज सं० 1541 के रूप में पुस्तक सं० 4 की जिल्द सं० 20 के पृष्ठ सं० 456 से 468 तक CD 4 में आज निबंधित एवं कुल 13 पृष्ठों में संधारित किया गया।

दिनांक-27/11/2012

संकेत नं. 22306/2012

TRUST DEED

This DEED OF TRUST made this 26/11 date of 2012 By

Executed this trust deed.
Ram Naresh Sharma
 26/11/2012



District Registry Office, Gaya

Token Number 22306

Reg. Year 2012

Serial Number 21683

Deed Number 1541

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By Sig.	Ram Naresh Sharma (Settlor) <i>Ram Naresh Sharma</i> 27/11/12						
Trustee Sig.	Sanjay Kumar <i>Sanjay Kumar</i> 27/11/2012						
Trustee Sig.	Ram Naresh Sharma (Settlor) <i>Ram Naresh Sharma</i> 27/11/12						
Trustee Sig.	Vijeta Vijeta Komari 27/11/12						
Trustee Sig.	Vikash Kumar <i>Vikash Kumar</i> 27/11/12						
Identified By Sig.	Ram Nath Sharma <i>Ram Nath Sharma</i> 27/11/12						



Ram Naresh Sharma
27/11/2012

(2)

Sri Ram Naresh Sharma S/O Late Ambika Singh R/o Mohalla New Area Nutan Nagar Gaya P.S. Civil-Lines Dist Gaya herein after referred to as "THE SETTLOR" which expression shall unless excluded by or repugnant to the executors be deemed to include his heirs, executors, administrators and representatives.
PAN-AMMPS8231K Age 58 years

WHERE AS SETTLOR with the desire of establishing a TRUST for public Charitable purposes, has appointed himself the founder Trustee and has made over a sum of Rs. 11000/- (Rs. Eleven thousand only) to persons named this deed as trustees and they have also agreed to act as such. -

1. Sri Ram Naresh Sharma aged 58 years S/O Late Ambika Singh At Mohalla New Area Nutan Nagar Gaya PS civil line Dist. Gaya. Bearing PAN (AMMPS8231K)

2. Sri Vikas Kumar aged 31 Years S/O Sri Nagendra Kumar Sharma resident of vill:- Dargahpur, P.O.- Nawada, P.S- Bachhwara, Distt.- Begusarai. Bearing Voter I.d(JLY2825446)

3. Sanjay Kumar aged 36 Years S/O Sri Gopal Prasad Singh resident:- Maruti Niketan New Area Nutan Nagar Gaya Bearing PAN(BDIPS9129J)

4. Smt Vijeta aged 28 years D/O Late Chakteshwar Singh res. of New Area Nutan Nagar Gaya. Bearing PAN(AHSPV6196M)

NOW IN WITNESSETH WHERE OF THIS DEED SETS OUT AS UNDER

1. In order to give effect to the aforesaid desire, the SELTLOR has handed over to the TRUSTEES, the said sum of Rs.11000/- (Rs. Eleven thousand only) to have and hold the same and the investments thereof for the time being representing the same together with all further gifts that many be received by the TRUST (herein after referred to as "The Trust Property" upon TRUST for public and charitable objects and purposes herein after expressed and with the powers and on the terms and conditions herein after declare concerning the same.

Executed this trust deed.

Vikas Kumar

26/11/12

Sri Ram Naresh Sharma
26/11/2012



(3)

2. That name of TRUST shall be MAGADH EDUCATIONAL TRUST with liberty to the trustees to change the same.

3. THAT REGISTERED OFFICE of the TRUST shall be situated at New Area Nutan Nagar Gaya P.S. Civil Lines Dist. Gaya.

4. That The objects and purpose of the TRUST shall be:

i) To form and manage school ,colleges, Universities and all kinds of other formal and informal educational institutions for the promotion of Secondary and Higher Education.

ii) To promote and organise social activities for the upliftment of backward and common people across all cast, creed and sections of the society.

iii) To open and maintain Technical, Management, Engineering, Biotechnical, Microbiology, Information, Information Technology, Law, Medical, Paramedical, Science, Commerce social studies, Language, Arts, Humanity, Vocational and/or other under graduate/post-graduate, educational institutions for imparting Industrial, Technical, Medical, Business Management and Information Technology and othe education and research.

iv) To promote and do Education and research in Medical and Life Sciences.

v) To help in the schemes of advance of education and for development of character of students and to educate them in physical culture.

vi) To do all others acts and affairs as may be necessary and/ or for the attainment of the said objects.

AND IT IS HEREBY DECLARED that, if any one or more of the objects specified in this clause are held to be objects of public charitable nature as defined by the Income tax Act, 1961, or any statutory amendment or modifications thereof, the Trustees shall not carry out or spend any money on such objects or object but the validity of the Trust created by these presents as a Trust for public charitable purposes shall not in any way be affected.

Dr. Anand Sharma
26/11/2012

Dr. Anand Sharma
26/11/2012



(2) 11

(4)

1. The objects of the TRUST shall be carried out in the Union of India and the TRUST property or the Income thereby shall be spent and utilized for the purpose of the Trust in the union of India.

2. The trustees for the time being shall hold and stand possessed of the said property and the investments for the time being representative the same and all other sums and properties for the time being forming part of the Trust upon the Trusts for the charitable purposes and subject to the terms and conditions contained in these presents.

3. The Trustees shall be entitled to make any grant or donation for the furtherance of any objects of Trust aforesaid.

4. The trustees may accept any donation or contribution in cash or in kind from the SETTLOR or any other member of his family or any persons or persons, firms or company or any other artificial Judicial person for the furtherance of the objects of the TRUST or for any one or more of them upon such terms and conditions as they may also take over the management of any charitable or public institutions on such terms as they think fit and may manage such institutions.

5. The Trustees shall be at liberty at any time to sell such portion or portions of the movable or immovable properties forming part of the Trust properties either by public auction or by private contract and on such terms and conditions and at such reasonable price as they (the Trustees) may decide from time to time and for that purpose to execute all necessary conveyance.

6. The Trustees may raise or borrow money required for the purpose of the Trust on a mortgage or pledge or the Trust properties or any part thereof, with or without any securities and at such rate of interest and such terms as they may in their discretion think fit.

Ranvard Shal
26/11/2012

Executed this trust deed.
Vijeta Kumari
26.11.2012



(5)

7. The Trustees shall cause, true and accurate accounts to be kept for all money received and spent and of all matters in respect thereof in course of management or trust properties or relation to the carrying out of the object and purpose of the Trust as well as the assets, credits and effects or the Trust properties.

8. The Trustees shall from time to time after meeting the expenses incidental to management of the Trust properties and of the trust decide the particular charitable object or objects for which the income or corpus of the trust properties for the time being available shall be applied.

9. The Trustees may invest the trust fund or income thereof in the immovable and movable properties or in other investment not inconsistent with income tax act, 1961. Indian Trust Act or any other law for the time being force. Provided that no such investment shall be made in any business or industrial undertaking where the SETTLOR or the Trustees are interested.

10. The accounts of the Trust shall be audited every year by chartered accounted to be appointed by the Trustees from time

11. The Trustees may from time to time and maintain in their own names or in the name of the Trust a banking Account or Accounts and operate the same.

12. The Trustees may pay all charges outgoing payable in respect of any immovable property for the time being forming part of the Trust fund may carry out repairs required to be done to the same keep the same insured against loss or damage by fire and many incur all others costs, charges and expenses of any incidental to the administrative and management of the Trust Estate and the properties for the time being belonging to the Trust as their absolute discretion think fit.

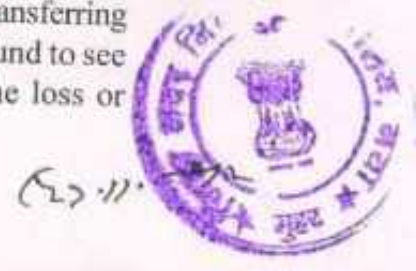
Harman Singh
28/11/2012



(6)

13. The Trustees may demise the immovable property or property for the time being and from time to time belonging to the Trust either from year to year or for any term or year or on monthly tenancies at such rent and subject to such covenant and conditions as they may think proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as they think fit.
14. The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and difference and disputes touching the Trust Fund and/ or the Trust Properties and to refer any such difference or disputes to arbitration and to adjust and settle any accounts relating to the Trust Fund and/ or the Trust properties and to do all other acts and things as fully and effectually as if they were absolutely entitled to the Trust Fund and Trust properties with being liable or answerable for any loss occasioned thereby.
15. The Trustee may from time to time frame schemes and rules and regulations to carry out the objects of the Trust or otherwise for giving effect to the objects and purposes of the trust and vary the same from time to time as the Trustees may in their discretion deem fit and proper.
16. The Trust may link, its institutions with foreign university with the approval of central govt. on the terms and conditions as laid down by Govt.
17. The Trust shall formulate rules and regulations separately for all institutions run by its and will amend the same time to time but for all the institutions, main object and policies of the trust shall be the main guidance.
18. The receipts granted by the Trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid delivered or transferred to them in exercise of the trusts or powers there of shall effectually release and discharge the person or persons paying, delivering or transferring the same there from and from seeing or from being bound to see to the application thereof or being answerable for the loss or misapplication thereof.

Raj Noreel Sharma
26/11/2012



(7)

19. The Trustees shall be respectively chargeable only for such moneys, stocks, the same of conformity and shall be answerable and accountable for their own acts receipts, neglects and defaults respectively and shall not be answerable one of the other or others of them nor for any banker, broker, or the persons with whom or into whose hands any Trust money or securities may come or be deposited or given nor for the insufficiency or deficiency of any stocks, shares, funds or others securities for any other loss unless the same shall happen through their willful default or negligence.

20. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and restart any charity or charitable institution, to impose any conditions to any subscription or donation made by them and to earmark any portion of the Trust Property or Income for any particular object or objects.

21. The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all Expenses incurred in or about, the execution of the trust's or any of their duties presents including reasonable Travelling expenses but will not be entitled to remuneration.

22. The minimum number of Trustees shall be two.

23. The Trustees with not less than 3/4th majority may appoint new trustees for a limited period or permanent trustees.

24. The quorum for a meeting of the Trustees shall not be less than half of the then trustees. All the trustees shall form a board of Trustees.

25. The trustees may appoint or nominate one of their member as the chairman/ Managing Trustee for such time as many be determined by the trustees and such Managing trustee is appointed in his place. It is further agreed that the so appointed chairman will exercise absolute authority and his or her decision shall be final and binding.

Ran Nared Shrestha
26/11/2012



(8)

26. The board of Trustees at their discretion may appoint any person approved by them to act as Secretary/Honorary Secretary to look after day-to-day duties of the Trust of any other duties that may be assigned to him by them.

27. Any Trustee may retire at any time without assigning any reason and without being responsible for any cost occasioned by such retirement.

28. The surviving or continuing Trustees may act, notwithstanding any vacancy in their body provide however that if the number of Trustees shall fall below two the minimum fixed by these presents, the Trustees shall not, except for the purpose of filling any vacancy, act, so long as the number is below the said minimum.

29. All Question arising at the meeting of the Trustees shall be decide by majority votes and in case or equality of votes, the Chairman shall have a second or casting vote, provide however that notwithstanding any thing herein stated no question dealing with the disposal, transfer or Mortgaged of the corpus of any of the trust Properties will be decided and disposed off except with the consent of a least three fourth majority of all the Trustees for the time being.

30. The Trustees may delegate any of their power to a committee consisting of such person or persons whether members of their body or not as they may think fit.

31. All meetings of the Trustees shall be held at such place as may be decided by the Trustees from time to time however, the first meeting will be held at the Registered office of the Trust.

32. A trustee, who is Unable to be present at a meeting of the Trustees, may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

33. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for the purpose and signed by the chairman of such meeting or of the following meeting when they are ready over and shall when so entered and signed be conclusive evidence of the business and other matter transacted at such meeting.



Dr. Navin Shetty
26/11/2012

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34. On a new trustee being appointed and on his signing the minute book to the effect of his having taken charge, the property shall vest in his and he will be entitled to carry out all the duties and functions of a trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour. The Property shall be deemed automatically to have been transferred in favour of the incoming Trustee. The Intention being that the property and the assets of the trust shall vest and remain vested in the Trustees for the time being of the Trust without the necessity of a formal transfer in favour of any new trustee who may be appointed.

35. The Trustees may from time to time, out of the Income of the trust Fund set apart such sums as they may think proper as reserve or reserves which shall at the discretion of the trustees be applicable for any of the purposes of the Trust hereby created, provided nevertheless. That in setting apart such incomes as reserve and applying the same for the Trust, the trustees shall conform to the provisions of the Indian Income Tax Act for the time being in force so that the exemption of the income of the trust Fund from Income Tax may not be effected or jeopardized in anyway.

36. The Trustees shall not utilize the Trust Fund or any part there of for any purpose other than for such charitable purposes as are defined by the Indian Income Tax Act, 1961, or any statutory modification or amendments there of.

37. Any Conveyances, mortgages, re-conveyances lease or any other deeds, documents and assurances whatsoever may be signs, executed and registered by any Trustees in that behalf and such conveyance mortgaged, reconveyance, lease or deeds documents and assurances so signed by any one or more of the Trustees shall be deemed to be signed executed day registered by all or on behalf of all the trustees for the time being.

Darward Shastri
26/11/2012



26-11-2012

(10)

38. If and so often as any of the Trustees hereby appointed or any in future or Trustees here of shall died or reside out of India for more than six months without intimation or become bankrupt or is convicted or retire from or refuse or become unfit or incapable to act as a Trustee of these presents then the SETTLOR if willing to act as a Trustee or Trustees then the retiring or refusing Trustee shall if willing to act in the execution of Trust of these presents, be considered as continuing Trustees and failing them the executors or administrators of the last mentioned Trustee or Trustees shall be entitled to appoint any person or persons to be Trustee or Trustees in place of the Trustees so dying or going to reside out of india or becoming bankrupt or convicted of any offence of involving moral turpitude or desiring to retire or refusing or becoming unfit or incapable to act as aforesaid.

39. In the event of all or any or the objects of the Trust becoming difficult or impossible from being pursued or carried out effectively, The Trustees for the time being may unanimously decide to bring the existence of the Trust to an end and may transfer all its assets as on that date of such dissolution to any suitable public Charitable Trust/Institution. Further, if the Trustees for the time being think that the objects of the Trust could be furthered more beneficially and effectively, they the objects of the Trust could be furthered more beneficially and effectively they may be their unanimous decision decide to merge this Trust with any other Trust and all the property of this Trust shall be of the Trust with which this has merged.

Signed on the day month and year first written above in presence of these present.



Parveen Shetty
28/11/2012

(11)

WITNESSES

1. गवाह - रमन शर्मा 27/11/12 विवाह-संकेतित प्रमाणपत्र
समा- कुशी मेडा, बारा-गोरे, विवाह- संकेतित 26/11/12
PAN: BNAPS 2284 B
2. अकेश कुमार शर्मा विवाह-संकेतित
पृथक विवाह-संकेतित विवाह-संकेतित कुशी मेडा- कुशी मेडा
भारतीय-रोड गंगा-बारा-संकेतित 26/11/12
विवाह-संकेतित - 26-11-2012

Jay Narain Sharma
26/11/2012

Drafted By - Advocate A.K. Mishra

A. K. Mishra
Advocate

Dated- 26/11/2012

(Abhay Kr. Mishra)



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.

Stamp duty paid under Indian Stamp Act	Rs. 1760/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 1755/-

Registration Fee										LLR + Proc Fee		Service Charge		
FEE PAID	A1	440	C	0	H1b	0	K1a	0	Lj	0	LLR	0	260	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0		
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0		
	A10	0	E	250	J1	0	K2	0	Na	45				
	B	0	H1a	0	J2	0	Li	0						
	TOTAL-												735	
	Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -												995	

Date: 27/11/2012

(27.11.12)
Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya Sadar on Tuesday, 27th November 2012 by Ram Naresh Sharma (Settlor) Late Ambika Singh by profession Others. Status - Trustee

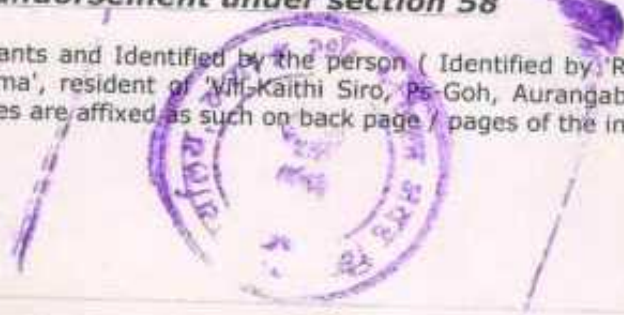
Ram Naresh Sharma
Signature/L.T.I. of Presentant

Date: 27/11/2012

(27.11.12)
Registering Officer
Gaya Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ram Nath Sharma' age '37' Sex 'M', 'Late Awadh Bihari Sharma', resident of 'Vill-Kaithi Siro, Ps-Goh, Aurangabad'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.



Date : 27/11/2012

(27.11.12)
Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya Sadar in Book 4 Volume No. 20 on pages on 456 -468 , for the year 2012 and stored in CD volume No. CD-4 year 2012 .The document no. is printed on the Front Page of the document.

Date : 27/11/2012

(27.11.12)
27/11/12
Registering Officer
Gaya

Token No. : 22306 Year : 2012 S.No. : 21683 SCORE Ver.3.0 Deed No. : 1541