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बर्तमान दिनांक 21 के बखान तथा अज्ञान  
DEED 1 OF SUSHILA EDUCATIONAL CHARITABLE TRUST

अज्ञान का नाश है। आर्याय्य सभ्यता, अर्थात् तब  
1899 की अनुसूची। का। क म 64.  
संश्लेषण तथा अज्ञान का नाश है। आर्याय्य सभ्यता  
विशुद्धता का स्थाप्य गुणक अपेक्षित नहीं है।

THE INDENTURE IS MADE this 16<sup>th</sup> day of September 2009 BETWEEN Mr. Krishna Kumhar S/o Late Chhotu Kumhar Aged 40 years, by faith Hindu, by occupation Teaching Profession, residing at Baramuri P.O.- Chotamuri Distt. - Ranchi, hereinafter called the SETTLOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, assigns, and representatives) of the one part (Citizen of India) Occupation Teaching Profession AND

Mrs. Sobha Devi D/o Sri L.R. Mahto W/o Krishna Kumhar Aged about 38 years, resident at Baramuri P.O. Chotamuri Distt.- Ranchi Jharkhand, Hereinafter jointly called the TRUSTEE (Which expression shall unless excluded by or repugnant to the subject and context be deemed to include the Trustees for the time being of these presents and/or survivor of any of them and their successor in office) of the other Deeds Citizen of India, Occupation House wife

शुद्धता का स्थाप्य गुणक अपेक्षित नहीं है।  
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शुद्धता का स्थाप्य गुणक अपेक्षित नहीं है।



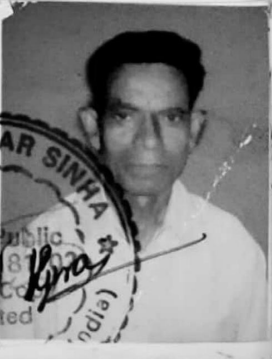
M. Mahto  
Shobha Devi

Civil Court, Ranchi  
L. No. - 1776/1999



M. Mahto  
Civil Court, Ranchi  
L. No. - 1776/1999

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AND

Mr. Kalicharan Gorai S/o Late Ananto Gorai Aged about 63 years, resident At+ P.o. Silli Distt.- Ranchi Jharkhand, Hereinafter jointly called the TRUSTEE (Which expression shall unless excluded by or repugnant to the subject and context be deemed to include the Trustees for the time being of these presents and/or survivor of any of them and their successor in office) of the other Deeds, *Citizen of India's Retired Teacher*

WHEREAS

1. The SETTLOR is desirous of creating an endowment by setting a part and establishing a fund for the public charitable objects in educational field and purposes in India Hereinafter expressed .
2. The TRUSTEES have at the request of SETTLOR agreed to act as Trustee of these presents upon the terms and provisions Hereinafter contained:-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In order to effectuate the said object of creating and establishing a Public Charitable Trust, the settler has delivered to and made over to the Trustees a sum of Rs. 25000/- (RS. Twenty Five Thousand) Only with intent to part with all is right, Title and interest claim therein and vest the same in the TRUSTEES to have and to hold the same and the investment or investments for the time representing the same and all other properties that may for the time being represent the trust estate together with all additions and accretions thereto and all accumulated income thereof and all other properties that may be acquired out of the same or other wise may here after be subject to the trust (Hereinafter referred as the Trust fund ) for the charitable objects and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein content of and concerning the same.
2. The name of the Trust "SUSHILA EDUCATIONAL CHARITABLE TRUST" and the office of the trust shall be situated At + P.O.-Chotamuri, Distt.- Ranchi. Which may be shifted from time to time such other places as the trustees may deem fit and proper at there discretion.
3. The object of the trust shall be :-
  - (i) To establish, promote, set-up, run, maintain, assist, finance, support and/or aid to or help in the setting up and/or maintaining and/or running schools and other institutions.
  - (ii) To establish , promote, set-up, run, maintain, assist, finance in the setting up and/or maintaining and /or running institutions for technical, physical, vocational and academic development in Jharkhand and throughout the Nation.
  - (iii) To establish, promote, set-up, run, maintain, assist, finance, support, orphanages, lunatic asylums, or other establishment for relief and/or help

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to the poor, old and infirm people and/or destitute in urban and rural area of Jharkhand and throughout the country.

- (iv) To give, provide and/or render help and assistance in cash or kind to such schools and institutions.
- (v) To give, provide and/or render help and assistance to and /or implement any scheme for providing livelihood education and upliftment of the poor.
- (vi) To give, provide and/or render FOOD, MEDICINES, EDUCATION AND OTHER HELP AND/OR ASSISTANCE IN ANY SHAPE OR FORM TO THE POOR DESERVING THE NEEDY PERSONS.
- (vii) To start, maintain and assists any relief measures in those parts which are or become subjected to natural calamities such as flood, fire, drought, famine, cyclone, earth-quake, epidemic, storm, accident, pestilence, etc.
- (viii) To establish, maintain or grant aid for the establishment or maintenance construction of and repairs of such schools, institutions or Building.
- (ix) To give, provide, distribute books and uniforms to the intelligent, poor deserving students.
- (x) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or maintaining and/or running school, colleges, lecture halls and other establishments or institutions for advancement of education and of knowledge in arts, science, literature, humanities and all other useful subjects in all their manifestations.
- (xi) To open, found, establish, promote, set-up, run, maintain, assists, finance support and/or aid or help in the setting up and/or maintaining and/or running hospitals, boarding houses, libraries, reading rooms, gymnasium and other training and vocational institutes.
- (xii) To promote, advance and encourage and/or aid in helping, promoting advancing and encouraging primary, secondary and higher education including technical and medical education also physical training, training of handicrafts, fine art and other useful arts, crafts among the public including the establishment and maintenance of shilpa-shikshalayas, kala-kendras and other welfare centre for them.
- (xiii) To foster and encourage educational and training in handicrafts, fine arts among women folk in general and establish, maintain, support or help by imparting such education and to establish, maintain, support or help by monetary gifts or otherwise, centers and institutions for women and children and to provide social welfare-works for women and children.
- (xiv) To meet traveling, boarding and lodging expenses for deserving students going abroad for higher commercial and technical education.
- (xv) To grant, pay or give scholarship, stipend, prizes, rewards, allowances and other financial assistance or help in cash or kind to students with a view to help them in prosecuting their studies in schools, collages, educational institutions, technical institutions, art schools, institutions teaching

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commercial and other arts including teaching of cultural arts or other training, research or educational works in India or abroad.

- (xvi) To open, found, establish, promote, set-up, run, maintain, assists, finance support and/or aid or help in the setting up and/or maintaining and/or running hospitals, charitable dispensaries, maternity homes, child welfare centre, convalescent homes, sanatoriums, hotels and other similar institutions or centers for rendering or providing medical relief and/or aid to the suffering humanities or for research centers and institutions for promotion of research and education for medical science including surgery.
- (xvii) To open, found, establish, promote, set-up, run, maintain, assists, finance support and/or aid or help in the setting up and/or maintaining and/or running by monetary gifts or otherwise, centers, stadium, playground and parks for public use sports, and games and other social welfare works and/or activities in the State of Jharkhand and/or other places in India.
- (xviii) To open, found, establish, promote, set-up, run, maintain, assists, finance support and/or aid or help in the setting up and/or maintaining and/or running cultural institutions, centers, auditorium and the like for the running of welfare and other services to the public and to provide meeting-room for socially useful activities and functions.
- (xix) To promote, organize, administer, establish, support, maintain and/or grant aid to any person, institution or society or organization whatsoever having for its objects of charitable purposes and to incurs expenditure in connection therewith.
- (xx) To publish and or publishing books, pamphlets, periodicals and newspaper in India or outside for the spread and advancement of education and culture.
- (xxi) To promote, assist and/or maintain all activities by whosoever carried on or wherever carried on in India in conformity with the objects of the Trust and as conducive to the well being and general welfare of the nation or are conducive for advancement of any object or objects of general public utility not involving/carrying on any activity for profit.
- (xxii) To Set up and run computer training centre to up lift the poor sections and tribal of the society.
- (xxiii) To set up hostels for school going girls and working women.
- (xxiv) To set up and run Hospitals and to organize health meals, camps, mobile vans and other related events for betterment of the poor people and tribal.
- (xxv) To help the state/central government in maintaining effective supervision on planning, implementation and management process of various welfare/development schemes and public infrastructure/facilities at all levels.

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- (xxvi) To set-up and run educational institution, school, colleges, B.Ed. Colleges, Technical educational/research institution for high quality education for the citizens, in general and weaker section of the society in particular.
4. If any one or more of the objects specified in clause (3) of these presents are held not to be objects of a public charitable nature, the TRUSTEES shall not carry out such object or objects as if the same are not incorporated in these present but the validity of the trust created by these presents as a trust for public charitable purposes shall not be affected in any manner.
  5. The financial year of the trust shall end on 31<sup>st</sup> March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper. The first financial year of the trust shall close on 31<sup>st</sup> March 2010.
  6. The TRUSTEES shall from time to time after meeting the expenses of and incidental to the management of the Trust Properties and of the Trust the particular object or objects for which the income or corpus of the TRUST FUND or properties for the time being available shall be applied.
  7. The TRUSTEES may accept any donation or contribution in cash or in and from any person, firm, company, corporation, association, institution, or trust (including the SETTLOR or the Trustees or any of them) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The Trustees may also take over the management of any other charitable or public institution on such terms as they think fit and may manage such institution.
  8. Without affecting the generality of powers and functions of the TRUSTEES manage and administer the trust, the Board of Trustees shall have the following functions :-
    - (i) To borrow if needed against the security of the assets of the trust by way of bank overdrafts, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust provided however the trustees unanimously agree or such borrowing and limited to the terms of their decision or agreement and to authorize two or more of the trustees to execute such documents, deeds, papers, etc, as may be necessary in connection therewith.



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- (ii) To arrange for and/or authorize the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument of document or paper or writing were signed by all the trustees.
  - (iii) To appoint or make provision for the appointment of a sub-committee of trustees and/or others to attend to or supervise or conduct specified jobs or
  - (iv) functions or trust matters in such manner and subject to such rules and regulations as the trustees may prescribe.
  - (v) To authorize any one or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents any in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.
  - (vi) To spend any portion of the corpus or the income of the trust fund for purchasing any land and or constructing any buildings for and in the name of the trust for the purpose of carrying out promoting and/or executing any or all of the objects of the trust.
9. The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all the assets, credits and effects of the trust properties.
10. The TRUSTEES may invest the Trust Estate either in the purchase of immovable properties or of mortgage immovable properties, or in such manner as allowed by law as may be in force from time to time and to convert, alter, vary, dispose of or transfer such investment from time to time provided that such investment shall not be made which are directly or indirectly for the benefit of any person referred to in sub-section (3) of section 13 of the Income Tax Act 1961, or any subsequent amendments as may be made from time to time.
11. If the Income from the trust property in a particular year is not fully utilized, the unexpended income subject to the applicable provisions of the Income Tax Act 1961 shall be carried over to the next year or years and spent in such subsequent year or years for the advancement of any of the objects of the trust.
12. The TRUSTEES shall be at liberty to sell such portion or portion of the movable or immovable properties forming part of the Trust Estate either by public auction or

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by private contract as such price or prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurance for any loss occasioned thereby and to execute all conveyances or other assurances and to pall valid and effectual receipts and discharges for all moneys received by them.

13. The TRUSTEES shall keep an account or accounts with any bank or banks to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorize by appropriate resolution two or more of the trustees jointly with an agent appointed by the Board of Trustee in the behalf to operate such account or accounts.
14. The TRUSTEES may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the TRUST FUND and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs, charges, and expenses incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.
15. The TRUSTEES may manage or supervise the management of any lands, hereditaments, premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, add to, alter and repair houses and other buildings and to build drains and make road and fences and otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses and buildings against loss or damage by fire and/or other risks or to let, lease, make allowances to and arrangements with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.
16. The TRUSTEES may appoint Secretaries, Manager, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents, effects and profit, for keeping the accounts and records and for other purpose of the trust.
17. The TRUSTEES may establish their office at such place or places and may change such places from time to time as they may think fit.
18. The TRUSTEES may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they think proper and also



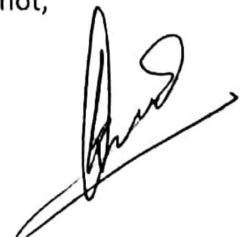
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accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.

19. The TRUSTEES may join, co-operate and amalgamate the trust created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.
20. The TRUSTEES have full power to compromise or compound all action, suits and other proceedings and settle difference and dispute touching the Trust Estate and/or the Trust Properties and to refer any such difference or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bona fide loss occasioned thereby.
21. The TRUSTEES may from time to time frame schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper.
22. The receipts granted by the TRUSTEES or any one or more of them for any money, stock, funds, shares, securities or investments paid, delivered or transfer to them in exercise of the trust or powers hereof 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 the application thereof or being answerable for the loss or misapplication thereof.
23. The TRUSTEES shall be entitled at their discretion from time to time to start, run, discontinue, abolish and re-start any charity or charitable institution, to impose any condition or 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.
24. The TRUSTEES may reimburse themselves and pay and discharge out of the TRUST FUND all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.
25. All the TRUSTEES unless they voluntarily resign or otherwise decide shall continue to be the trustees during the term of their natural lives.
26. The number of trustees shall be not less than two and not more than nine.
27. Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.
28. The surviving or continuing TRUSTEES may notwithstanding any vacancy in their board act as trustees PROVIDED HOWEVER that if the number of TRUSTEES shall fall below two the minimum fixed by these presents, the trustees shall not,

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expect for the purpose of filling any vacancy, act so long as the number the said minimum.

29. Two TRUSTEES at a meeting shall form a quorum for any meeting of the TRUSTEES.
30. The SETTLOR namely KRISHNA KUMHAR shall be the Chairman of the Trust till his life time or until resigns and after him the TRUSTEES for the time being shall elect from amongst them one Chairman and he shall hold office for the years, unless he resigns or refuses to act as Chairman or otherwise ceases to be trustee.
31. All proceedings and questions and matters arising at the meeting of the TRUSTEES shall be decided by a majority of votes and in case of equality of vote the chairman shall have a second or casting vote PROVIDED HOWEVER that notwithstanding anything herein stated no question dealing with the disposal of the corpus of any of the trust properties and/or investment out of the trust corpus shall be decided with the consent of the Chairman of the trust.
32. In case of difference of opinion between the TRUSTEES the opinion of the majority shall prevail and if the TRUSTEES are equally divided in any matter, the Chairman shall have a casting vote.
33. A resolution in writing circulated amongst all the TRUSTEES and signed by a majority of the trustees present in India shall be as valid and effectual as if it had been passed at a meeting of the TRUSTEES duly convened and held.
34. Notice of the meeting of the TRUSTEES and all communications may be sent to the TRUSTEES at their addresses registered for the time being in the records of the trust.
35. All meeting of the trust shall be held at such place and at such time the Chairman of the trust shall decide from time to time.
36. 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.
37. The minutes of the proceedings of every meeting of the TRUSTEES shall be entered in a book to be kept for that purposes and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed by conclusive evidence of the business and other matters transacted at such meeting.
38. No person being :-
  - (i) an un discharged insolvent; or
  - (ii) convicted of an offence involving moral turpitude; or
  - (iii) of unsound mind; or
  - (iv) a minor,shall be eligible to be a trustee of the said TRUST.

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