

1049 Deed of Trust P.S. Deoghar IV 102

T-2  
15/10/12

15-10-12



निबंधन अर्थव्यवस्था... के अधीन  
और छोटानागपुर/संतालपरगना टेनेन्सी एक्ट की  
धारा... के अधीन भी प्राप्त है और  
इण्डियन स्टाम्प एक्ट 1899 की अनुसूची A(1) के  
खण्ड... के अधीन बंधन-रक्षक-रक्षित  
(या अन्य प्रकार के कर्तव्य या स्वयं मुक्त अर्थव्यवस्था)

freepaid stamp  
121001  
10000 = 0  
1000 = 0  
10,000 = 0  
03AA 803665

6400

15/10/2012

Jitesh Rajpal  
15/10/12

Rajesh Kumar Singh  
15.10.12

Rajesh Kumar Singh  
15.10.12

Rajesh Kumar Singh  
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Rajesh Kumar Singh  
15.10.12

Rajesh Kumar Singh  
15/10/12

दस्तावेज जांच किया  
by 15/10/12  
जांचकर्ता

**TRUST DEED**

- THIS Deed of Trust is made at Deoghar this 15<sup>th</sup> day of october 2012, by
- (1) Shri Jitesh Rajpal, S/o Shri Mohan Lal Rajpal, by caste Sindhi, by profession business, Resident of Shiv Nath Roy Road, Mouza Shyamganj, Mohalla, Castairs Town, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 ( Jharkhand), PAN---ABDPR3735M
  - (2) Shri Rajesh Kumar Singh, Son of Sri Upendra Narayan Singh, by caste Rajput, by profession business, Resident of Mouza Shyamganj, Mohalla, Castairs Town, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 (Jharkhand), PAN---AVGPS6474D

All are an Indian Inhabitant, hereinafter referred to as "**THE SETTLOR**" (which expression Shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors or administrators of the **ONE PART** ;



कोषागार पदाधिकारी  
देवघर

जीतेश राजपाल  
पिता श्री मोहन लाल राजपाल  
(पि० शिवनाथ राज जी)  
कार्ड नं० 2137 देवघर  
मार्गा व जिला - देवघर

For sale deed

$$10000 \times 1 = 10,000 = 0$$

$$1000 \times 2 = 2000 = 0$$

$$100 \times 1 = 100 = 0$$

Total 12100 = 0

RS - 12100 = 0 (Twelve thousand one hundred)



8/4  
21/9/12

Stamp Clerk

Deogarh, Jharkhand

P. O. + Dist. Deogarh



श्री. जीतेश राजपाल पिता नाम श्री. मोहन लाल राजपाल  
..... निवात स्थान शिवनाथ राज जी  
जाति राजपूत जो लेख्यकार/दावेदार  
या अवर निबंधक देवघर द्वारा प्रमाणित कृत मुख्तारनाम  
संख्या ..... के अधीन लेख्यकारियों या दावेदारों  
में से एक श्री ..... के अभिकर्ता (अर्हती) है  
ता. 15.10.12 के पूर्वाह्न/अपराह्न में 10.50 .....  
(समय) जिला में निबंधन के त्तर पेश किया।

जीतेश राजपाल  
15/10/12



उपलब्धपक का हस्ताक्षर

निबंधन पदाधिकारी का हस्ताक्षर





*Jitesh Rajpal*  
15/10/12

*Rajesh Kumar Singh*  
15/10/12

*Sanjay Kumar Kunjilwar*  
Rajpal Deogarh  
15/10/12

*Balgaobal Kumbhar*  
~~*Rajpal Deogarh*~~  
*Vinay Kumar Singh*  
15/10/12  
*Vinay Kumar Rajpal*  
15/10/12  
*Kamalnagar Kumari*  
15/10/12

AND

(1) Shri Jitesh Rajpal S/o Shri Mohan Lal Rajpal , by caste Sindhi, by profession business, Resident of Shiv Nath Roy Road, Mouza Shyamganj, Mohalla, Castairs Town, P.S. Deoghar, Subdivision, Subregistry and District Deoghar---814112 (Jharkhand), PAN--- ABDPR3735M

(2) Shri Rajesh Kumar Singh Son of Sri Upendra Narayan Singh, by caste Rajput, by profession business, Resident of Mouza Shyamganj, Mohalla, Castairs Town, P.S. Deoghar, Subdivision, Subregistry and District Deoghar---814112 (Jharkhand), PAN---AVGPS6474D

(3) Shri Sanjay Kumar Kunjilwar S/o Shri Markandey Kunjilwar, by caste Brahmin, by profession business, Resident of Chakarwanti Lane, B. Deoghar, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 (Jharkhand) PAN---ALHPK1963G



*J. Singh*  
15/10/12

*Pragati Kumar Singh*  
15/10/12

*Mr. Kewal Singh*  
15/10/12

*Rajesh Rajpal*  
15/10/12

*Bidya Prasad Mishra*  
15/10/12

*Umesh Kumar Rajpal*  
15/10/12

*Kamalendra Kumar*  
15/10/12

(4) Shri Bidya Prasad Mishra S/o Late Shankar Prasad Mishra, by faith Hindu, by profession business, resident of Aakanksha, Sukhdeo Das Path, T. Bilasi, B. Deoghar, P.S. Deoghar, Subdivision, Subregistry and District Deoghar--814117 (Jharkhand), PAN----AETPM5360C

(5) Shri Rajesh Rajpal S/o Shri Mohan Lal Rajpal, by caste Sindhi, by profession business, Resident of Shiv Nath Roy Road, Mouza Shyamganj, Mohalla, Castairs Town, P.S. Deoghar, Subdivision, Subregistry and District Deoghar---814112 (Jharkhand), PAN ----ADDPR8703K

(6) Shri Umesh Kumar Rajpal S/o Late Dharam Das Rajpal, by caste Sindhi, by profession business, resident of Mouza Shyamganj, Mohalla Castairs Town, Jain Mandir Gali, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 (Jharkhand) PAN-----ADDPR0739H



झारखण्ड JHARKHAND

B 836000

*Dr. Ashu R. S.*  
15/10/12

*Amrit Kumar Singh*  
15/10/12

*Kunjeri Kr Kondilwar*  
15/10/12

*Rajiv Singh*  
15/10/12  
*Pradyumn Kumar*  
15/10/12  
*Ashu Kumar*  
15/10/12

*Umesh Kumar Rastogi*  
15/10/12  
*Kamalendra Kumar*  
15/10/12

(7) Shri Ajay Kumar Jhajharia S/o Late Nand Lal Jhajharia, by faith Hindu, by profession business, Resident of Court Road, B. Deoghar, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 (Jharkhand) PAN ----ACSPJ7430M

(8) Shri Kamalendra Kumar S/o Shri Markandey Kunjilwar, by caste Brahmin, by profession business, Resident of Chakarwanti Lane, B. Deoghar, P.S. Deoghar, Subdivision, Subregistry and District Deoghar-814112 (Jharkhand), PAN----AXNPK5966F

All also of Indian Inhabitants, hereinafter referred to as "THE TRUSTEES" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the survivors or survivor of them and the heirs, executors or administrators of the last survivor and the trustee or trustees for the time being of the trust hereby declared and their heir or assigns) of the OTHER PART.

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WHEREAS the Settlor are desirous of setting up of a Private Charitable Trust for Rs 3,00,000 (Rupees Three Lacs only.) for Charitable & religious purposes / Philtheropic and other purpose.

NOW THIS INDENTURE WITNESSETH that with a view to perpetuate the said desire and in consideration of the premises and for other diverse good causes and consideration thereunto moving, the Settlor doth grant, assign, transfer and hand over to the Trustees and the Trustees do accept and take possession of the said sum of Rs. 3,00,000 /-.hereinafter for brevity's sake called "the Trust Estate" (which expression shall include all additions thereto by way of donations or otherwise and all acquisitions made for the same and the investments for the time being representing the same) TO HOLD the Trust Estate upon the Trusts and with and subject to the powers, provisions, agreements and declarations, hereinafter Contained or concerning the same i.e.

- a. For Providing facility to Pilgrims who visit Baba Baidyanath Temple for Worship during the Shravani Mela.
- b. For Providing medical Facilities to the Poor & needy People;
- c. For providing Educational Facilities for upgradation of illiterate people
- d. For Providing relief to people who are below poverty Line.
- e. For advancement of any other object/or objects that are legally charitable and religious.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

**THIS INDENTURE WITNESSETH AS FOLLOWS**

- 1) The SETTLOR above named hereby establishes a Private Charitable Trust by the name of " IPC Foundation Trust " for the purpose and upon the conditions set forth hereunder
- 2) The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- 3) The SETTLOR hereby conveys, transfers and assigns to the TRUSTEES the above referred sum of Rs.3,00,000/- (Rupees Three Lacs only) as corpus to the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge

*Di. Tary K. S.*  
15/10/12

*Pragati Kumar Singh.*  
15/10/12

*Anil Kumar Kunjibabu*  
15/10/12

*Bidya Baidyanath*  
15/10/12

*Rajesh Kumar*  
15/10/12

*Ashwini Kumar Jha*  
15/10/12

*Umesh Kumar Rastogi*  
15/10/12

*Kumalendra Kumar*  
15/10/12

4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.

5) The office of the Trust for the time being shall be at "Aastha", Near Geeta Devi D A V Public School, Castairs Town, Deoghar-814112 ( Jharkhand) with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.

6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

**I. OBJECTS:**

The objects of the Trust are:

1. Providing facilities to the pilgrims for visit Baba Baidyanath temple for Worship Purpose
2. For Construction of Permanent / Temporary Building or Shed to be used by Pilgrims And also by local people of that area
3. To encourage people through Musical & Cultural Programme .
4. Construction and maintenance of Meditation Hall for the benefit of the public.
5. Construction and running of Schools, colleges, education institutions, free dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public.

V. Senthil Kumar  
15/10/12

S. Senthil Kumar  
15/10/12

S. Senthil Kumar  
15/10/12

P. Senthil Kumar  
15/10/12

R. Senthil Kumar  
15/10/12

S. Senthil Kumar  
15/10/12

Umesh Kumar Rappal  
Kamalendra Kumar  
15/10/12

6. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
7. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
8. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
9. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
10. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions.
11. Providing relief to the poor and advancing any other object of general public utility.
12. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.
13. No activities of the Trust will be carried out outside India.

**II. BENEFICIARIES OF THE TRUST:**

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.



*V. Tashy K. L.*  
15/10/12

*Krishna Kumar Singh*  
15/10/12

*Madhu K. S. Kondiwar*  
15/10/12

*Balraj Babu*  
15/10/12

*Rajesh M.*  
15/10/12

*Rajesh Kumar*  
15/10/12

*Umesh Kumar Rappat*  
15/10/12

*Kamalerang Kumar*  
15/10/12

**III. PROPERTIES:**

The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
4. All additions and accretions to the Trust properties and the income there from
5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

**IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:**

The Trust will be managed by a **Board of Trustees** consisting of not less than 7 Trustees and not more than 9 Trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining Trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives along with the right of succession for the Settlor Trustees. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Dr. Teshy R. S. S.

15/10/12

Dr. Singh Kumar Singh

15/10/12

Dr. J. K. Kumar

15/10/12

Dr. Rajendra Prasad Mishra

15/10/12

Dr. Rajendra Prasad

15/10/12

Dr. Anil Kumar

15/10/12

Dr. Umesh Kumar Rastogi

15/10/12

Dr. Kamalendra Kumar

15/10/12

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

#### V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

##### A. The Board of Trustees shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts in the name of the Trust.

V. T. S. S. S. S.

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S. S. S. S. S. S.

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15/10/12

4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration,
6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security and to repay the same.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

*V. Teshy A. S.*  
15/10/12

*Rajesh Kumar Singh.*  
15/10/12

*Dr. Jai Kir Kundiwar*  
15/10/12

*Badyn Bagesh Mishra.*  
15/10/12

*Rajal Raj Singh*  
15/10/12

*Rajesh Kumar*  
15/10/12

*Umesh Kumar Rathi.*  
15/10/12

*Kamalendra Kumar*  
15/10/12

15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust.
16. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **Vice President, Secretary and Treasurer**. The term of office for Vice President, Secretary and Treasurer shall be for a period of Two year from their date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee.

#### B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

##### a) MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

*V. Teshy R. S.*  
15/10/12

*Pragathi Sankar Singh.*  
15/10/12

*Subodh K. R. Kondiwar*  
15/10/12

*Pradyumna Kumar*  
15/10/12

*Pradyumna Kumar*  
15/10/12

*Umesh Kumar Rappal*  
15/10/12

**b) VICE PRESIDENT:**

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

**c) SECRETARY:**

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

**d) TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

**VI. MEETING OF THE BOARD OF TRUSTEES:**

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.



*Di. Teshy (K. L.)*

15/10/12

*Rajesh Kumar Singh*

15/10/12

*Mr. Sunil Kumar*

15/10/12

*Pooja Prasad Mishra*

15/10/12

*Rajesh Kumar*

15/10/12

*Invest Kumar Rastogi*

15/10/12

*Kamalendra Kumar*

15/10/12

**VIII. INVESTMENT OF TRUST FUNDS:**

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

**IX. ACCOUNTS AND AUDIT:**

- 1) The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees however the first financial year shall be from the date of creation of Trust and ending on the 31<sup>st</sup> March of the financial year
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval .

**X. AMENDMENTS:**

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, by the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds and these shall be read together with the main Trust deed.

**XI. INDEMNITY:**

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

V. Teshy R. S. 15/10/12

Arjun Kumar Singh 15/10/12

Arjun Kumar Singh 15/10/12

Arjun Kumar Singh 15/10/12

Arjun Kumar Singh 15/10/12

Arjun Kumar Singh 15/10/12

**XII. SETTLOR AND THEIR RELATIVES:**

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly to the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- (b) Any **"related concern"** in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word **"relative"** and the phrases **"related concern", "substantial interest"** and **"substantial contribution"** shall have the meanings assigned to them in the Income Tax Act, 1961.

**XIII. APPLICABILITY OF TRUST ACT:**

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

**XIV. APPLICATION OF INCOME TAX ACT:**

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

**XV. THIS TRUST IS DECLARED IRREVOCABLE:**



*V. Tej Singh*  
15/10/12

*Prakash Kumar Singh*  
15/10/12

*Amal Kumar Kundu*  
15/10/12

*Balyn Bhasin*  
15/10/12

*Rajesh Singh*  
15/10/12

*Sumant Kumar Singh*  
15/10/12

*Umesh Kumar Rastogi*  
15/10/12

*Kamalendra Kumar*  
15/10/12

**XVI. SUCCESSION :**

The Settlor Trustee shall be permanent member of the Trust and if they want to resign or their membership is likely to come to end on account of any intervening circumstances then the nominees of the settlor Trustees or its eldest surviving Class -I heirs or such Class -I heir's as shall be nominated by an eldest Class - I heir's shall be substituted in his place.

**XVII. DISSOLUTION:**

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives at the discretion and choice of the Settlor Trustees or his nominees or Successors.

**SCHEDULE**

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

1. Contribution to the Corpus Fund of the Trust of Rs.3,00,000/- (Rupees Three Lacs only)

IN WITNESS WHEREOF THE SETTLER AND THE TRUSTEES here to have set their hands on the day, month, and year first above written.

Witnesses:

1. Sumant Kumar Singh  
S/o. Bimal Kumar Singh

*Bilastown B. Singh*  
15-10-12

2. Nishi Kant Narone  
S/o - Sri Jata Dhan Narone  
C.D. Dwary Path  
T. Bilast, Deoghar

Ditesh Rajp.  
1510112

Rajesh Kumar Singh  
1510112

Mr. Jai Kr. Kunjivora  
1510112

Bidyut Basal  
1510112

Rajiv Raj  
1510112

Abhinav Kumar  
1510112

Umesh Kumar Rappal  
1510112  
Kamalesh Kumar  
1510112

Photo, Signature and L.T.I. :-

 <p><u>Ditesh Rajp.</u> 1510112</p>	<u>Ditesh Rajp.</u> 1510112				
 <p><u>Rajesh Kumar Singh</u> 1510112</p>					
 <p><u>Mr. Jai Kr. Kunjivora</u> 1510112</p>					

D. Teshy (Hyd.)  
15/10/12

Arjun Kumar Singh  
15/10/12

Mr. Konjiwar

Bidyut Basal Mishra  
15/10/12















Rajesh Mishra  
15/10/12

Arjun Kumar Singh  
15/10/12

Umesh Kumar Rastogi  
15/10/12

Kamakhya Kumar  
15/10/12

Photo, Signature and L.T.I. :-

 <p>Bidyut Basal Mishra</p>	Bidyut Basal Mishra. 15/10/12				
 <p>Rajesh Mishra</p>					
 <p>Umesh Kumar Rastogi</p>	Umesh Kumar Rastogi. 15/10/12				
					

V. Teshy R. P. 1  
15/10/12

Prakash Kumar Singh  
15/10/12

Arjun Kumar Komariwar  
15/10/12  
Tanya Basant Mittal  
15/10/12  
Rajeev Singh  
15/10/12  
Rajesh (May) Kumar Jha  
15/10/12  
Umesh Kumar  
15/10/12  
Kamalendra Kumar  
15/10/12

Photo, Signature and L.T.I. :-

 Arjun Kumar Komariwar 15/10/12	Rajesh (May) Kumar Jha 15/10/12				
					
 Kamalendra Kumar 15/10/12	Kamalendra Kumar 15/10/12				
					

Read over the contents of deed and explained to the parties Sitaram Pandit  
Deed Writer Deoghar 15-10-2012  
Certified that the left hand finger print of all the persons whose  
photographs affixed in this deed has been taken by me Sitaram Pandit  
Deed Writer Deoghar 15-10-2012

✓



निबंधन विभाग, झारखंड  
देवघर

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 2

Token Date/Time: 15/10/2012 16:09:00

Document Type	Trust	Presenter	Jitesh Rajpal	Date of Entry	15/10/2012
Presenter Name & Address	Shivnath Ray Road, Castairs' Town, Deoghar			Total Pages	46
Stampable Doc. Value	0	DOE		Book	IV
Document Value	0	Stamp Value	12100	CNO/PNO	
Special Type		Serial No.			
Remarks / Other Details					

Property Details:

Anchal	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
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Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	Trustator	Jitesh Rajpal	S/O Mohanlal Rajpal	Business	Other	Abdpr3735m	Shivnath Ray Road, Castairs' Town, Deoghar
2	Trustator	Rajesh Kumar Singh	S/O Upendra Narayan Singh	Business	Other	Avgps6474d	Cstairs' Town, Deoghar
3	TRUSTEE	Sanjay Kumar Kunjilwar	S/O Markandey Kunjilwar	Business	Other	Alhpk1963g	Chakarwari Lane, Deoghar
4	TRUSTEE	Bidya Pd. Mishra	S/O Lt. Shankar Pd. Mishra	Business	Other	Aetpm5360c	Akanksha Sudhdeo Das Path Bilasi, Deoghar
5	TRUSTEE	Rajesh Rajpal	S/O Mohanlal Rajpal	Business	Other	Addpr8703k	Shivnath Ray Road, Castairs' Town, Deoghar
6	TRUSTEE	Umesh Kr. Rajpal	S/O Lt. Dharam Das Rajpal	Business	Other	Addpr0739h	Castair'S Town, Deoghar
7	TRUSTEE	Ajay Kr. Jhajharia	S/O Lt. Nand Lal Jhajharia	Business	Other	Acspj7430m	Court Road B., Deoghar
8	TRUSTEE	Kamlendra Kr.	S/O Markandey Kunjilwar	Business	Other	Axnkp5966f	Chakarwari Lane, Deoghar
9	TRUSTEE	Jitesh Rajpal	S/O Mohanlal Rajpal	Business	Other	Abdpr3735m	Shivnath Ray Road, Castairs' Town, Deoghar
10	TRUSTEE	Rajesh Kumar Singh	S/O Upendra Narayan Singh	Business	Other	Avgps6474d	Castairs' Town, Deoghar
11	Identifier	Sumant Kumar Singh	S/O Bimal Kr. Singh	Business	Other		Bilasi Town, Deoghar
12	Witness1	Sumant Kumar Singh	S/O Bimal Kr. Singh	Business	Other		Bilasi Town, Deoghar
13	Witness2	Nishi Kant Narone	S/O Jata Dhari Narone	Business	Other		C.D. Dwary Path, Deoghar

Fee Details:

SN	Description	Amount
1	A1	9,000.00
2	E	1,000.00
3	SP	690.00
Total		10,690.00

*Jitesh Rajpal*

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंट्री की गई है।

प्रस्तुतकर्ता का हस्ताक्षर

*Jitesh Rajpal*  
डाटा इंट्री ऑपरेटर का हस्ताक्षर

उपर्युक्त .....  
स्वीकार किया .....  
जिसकी .....  
पहचान .....  
निवासी .....

① जितेश राजपाल ⑤ राजेश राजपाल  
② राजेश कुमार सिंह ⑥ उमेश कुमार राजपाल  
③ संजय कुमार कुंजीलवार ⑦ अजय कुमार ऋक्तरिया ⑧ कमलेन्द्र कुमार  
④ विद्या प्र० मिश्रा

पिता: बिमल कुमार सिंह  
पेशा: व्यवसाय

ने की।

निबंधन पदाधिकरी का हस्ताक्षर





निबंधन विभाग, झारखंड  
देवघर

Token No.2 Token Date: 15/10/2012 16:09:00

Serial/Deed No./Year :1049/102/2012

Deed Type: Trust

SN	Party Details	Photo	Thumb
1	<b>Jitesh Rajpal</b> Father/Husband Name:S/O Mohanlal Rajpal (Trustator) Shivnath Ray Road, Castairs' Town, Deoghar		
2	<b>Rajesh Kumar Singh</b> Father/Husband Name:S/O Upendra Narayan Singh (Trustator) Cstairs' Town, Deoghar		
3	<b>Sanjay Kumar Kunjilwar</b> Father/Husband Name:S/O Markandey Kunjilwar (TRUSTEE) Chakarwanti Lane, Deoghar		
4	<b>Bidya Pd. Mishra</b> Father/Husband Name:S/O Lt. Shankar Pd. Mishra (TRUSTEE) Akanksha Sudhdeo Das Path Bilasi, Deoghar		
5	<b>Rajesh Rajpal</b> Father/Husband Name:S/O Mohanlal Rajpal (TRUSTEE) Shivnath Ray Road, Castairs' Town, Deoghar		
6	<b>Umesh Kr. Rajpal</b> Father/Husband Name:S/O Lt. Dharam Das Rajpal (TRUSTEE) Castair'S Town, Deoghar		

Book No. .... IV  
Volume ..... 5  
Page ..... 41 To ..... 86  
Deed No ..... 1049/102  
Year ..... 2012  
Date ..... 15/10/2012 17:24:24

District Sub Registrar

Signature of Operator



निबंधन विभाग, झारखंड  
देवघर