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दिनांक 13-4-2010
 श्री/श्रीमती श्री/श्रीमती ब्रिज भुषण पाण्डेय C 389811
 जिला निबंधन कार्यालय, मुजफ्फरपुर
 बिहार सरकार

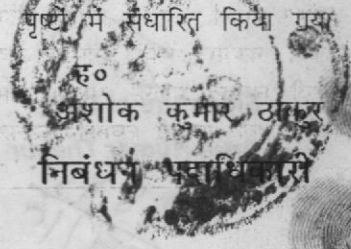
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2010

जिला निबंधन कार्यालय, मुजफ्फरपुर
 दिनांक 20/04/2010 को श्री/श्रीमती ब्रिज भुषण पाण्डेय ✓/14

द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 1000/- मुद्रांक शुल्क एवं रु० 43.40/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेखकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं० 753 के रूप में पुस्तक सं० 4 की जिल्द सं० 10 के पृष्ठ सं० 24 से 38 तक CD 40 में आज निबंधित एवं कुल 15 पृष्ठों में संघारित किया गया।

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दिनांक 20/04/2010



TRUST- DEED

This deed of public charitable trust executed on this 19th day of April, 2010.

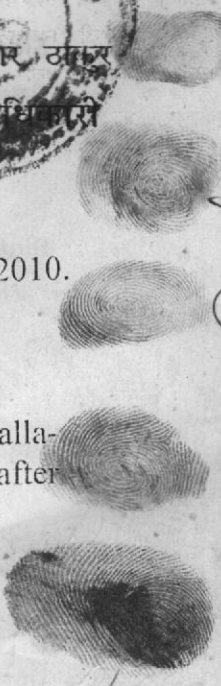
BETWEEN

.Sri Brij Bhushan Pandey, Son of Sri Sadhu Sharan Pandey, Mohalla-MISCOTT, P. O. - Ramna, P. S. - Mitanpura, Muzaffarpur - hereinafter referred to as "the Settler or Author"

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Brij B. Pandey
19/04/2010



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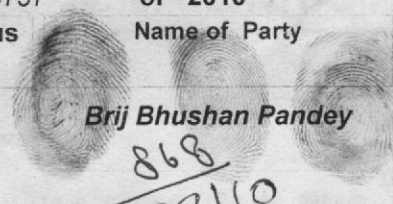
Brij B. Pandey

Serial No : 20024/2010
Token No : 10757
Type & Status of Party

Deed No 2010
of 2010
Name of Party

Photo Thumb Index Middle Ring Little

Self



Brij Bhushan Pandey

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Signature of Party
Brij Bhushan Pandey



Brij B Pandey
20.4.2010

Signature of Party

Kuldip Kaur
860

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Signature of Party

Vijay Kumar Pandey

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Signature of Party

Brij Bhushan Pandey

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Signature of Party

Chandan Prasad

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Signature of Party

Arun Kumar Thakur

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Signature of Party

Hira Kumar Jha

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Signature of Party



Kuldip Kaur 20.4.2010



Vijay Kumar Pandey 20.04.2010



Brij B. Pandey 20.4.20.10



Chandan Prasad 20.04.10



Arun Kumar Thakur 20.04.2010



Hira Kumar Jha
870 Sri Raelhe Shyam Jha
20.04.2010

Identifier

AND

- 01. Mr. Arun Kumar Thakur S/O-Sri Deoki Nandan Thakur village & post-Tiswara Harilochanpur, via-Sarairanjan, Samastipur (Bihar). - Trustee
- 02. Dr. Kuldip Kaur D/O.-Sardar Hari Singh, Shankar Nagar, Ramna, Ps: Mithanpura Muzaffarpur (Bihar). - Trustee
- 03. Sri Brij Bhushan Pandey, Son of Sri Sadhu Saran Pandey, MISCOT, P.O.- Ramna, P.S.- Mitanpura, Muzaffarpur - Trustee
- 04. Sri Chandan Prasad, Son of Late Hari Narayan Prasad, Shankar Sadpura, Neem Chowk, P.S.- Kaji Mohmadpur, Muzaffarpur - Trustee
- 05. Sri Vijay Kumar Pandey Son of Sri Raj Kishore Pandey, Purani Bazar, P.O.- Ramna, P.S.- Town, Muzaffarpur - Trustee

Arun Kumar Thakur
19/04/2010

Hereinafter jointly referred to as "THE TRUSTEES" (which expression shall, unless excluded by or repugnant to the context be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.

Whereas the settler desired to establish a trust for public charitable objects of running educational institutions for catering to the needs of the people. The present trust shall establish educational institutions and the first venture of the Trust is "Trident Public school" in Village- Hari Shanker Maniyari, District- Muzaffarpur.

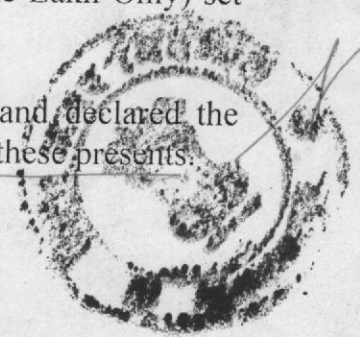
And whereas the founder trustees had at the request of the settler, agreed to act as the first trustees of these presents and started to run Trident Public School Muzaffarpur with initial donation of Rs. 100000/- (Rupees : One Lakh Only) set apart by the author on 8th March, Two Thousand Nine.

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

Now this indenture witnesseth as follows:

CREATION OF TRUST:

- 01. That, in order to effectuate his aforesaid desire, the settler set apart and handed over to the trustees a sum of Rs. 100000/- (Rupees : One Lakh Only) (here in after called the "Trust Fund" on 8th March, 2009. which expression shall include cash and any other assets or investments of any



kind whatsoever into which the same or any part there of might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations herein after contained here to in this deed.

02. The name of trust shall be : "KULDIP EDUCATION & RESEARCH FOUNDATION"

03. PLACE OF OFFICE :
The principal place of office of the trust is presently situated at Harisant Matri sadan campus, shankar nagar, Ramna, Muzaffarpur (Bihar). The trust may however open its offices /sub-offices /branches at places as may be considered necessary by the Board of trustees from time-to-time.

04. OBJECTS:

A. That the **MAIN OBJECTS** for which this trust is established are :

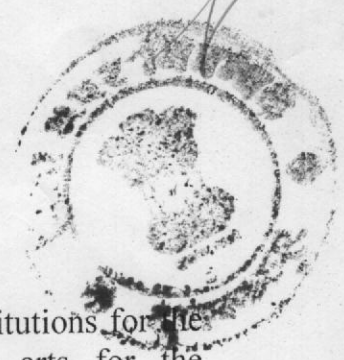
(a) All the objects of the Trust shall be centered exclusively towards education, training and Research in any field.

(b) To establish, run, support, develop, and maintain schools, colleges, libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.

(c) To establish maintain and run studentships, scholarships and render other kind of aid to students including supply of books stipends, medals and other incentives to study without any distinction as to caste, color, race, creed or sex.

(d) To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts for the preservation of historical monuments and for the research and other institutions , in India, having similar objects for the benefits of the public in general.

Kuldip Kowr
19/04/2010



Chandan Basad.
19/04/2010

v.c.p. →

- (e) To establish, maintain or grant aid for the establishment and maintenance of parks, gardens, gymnasiums, sports, clubs for all round development of human resources and use by public in general.
- (f) To establish maintain or grant aid to homes for the aged, orphanages or other establishment for the relief and windows and aged persons and to educate them for better life and prosperity.
- (g) To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- (h) To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, etc. and to give donations and other assistance to institutions, establishments or persons engaged in such relief work for the purpose of providing education among the people.
- (i) To grant aid or render assistance to other public educational trusts or institutions .

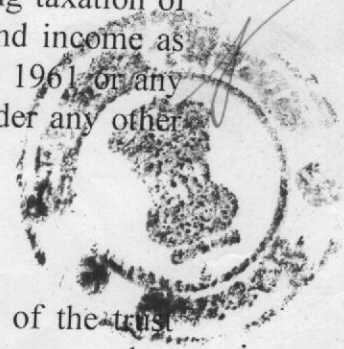
B. INCIDENTAL AND ANCILLARY OBJECT:

In furtherance of the above objects and other objects hereinafter contained in this deed the trustee may do the following acts deeds and things:

- (i) To apply the whole or part of the income or whole or part of the corpus of trust fund for one or more of the object of the trust. Provided that not with standing anything here in before or here in after contained, the income as also corpus of this trust funds shall be applied and/or applicable only to or for such public charitable purposes and objects as define under the provisions of income tax act, 1961 and within such territories only and subjects to such conditions or limitations, if any, may from time to time be laid down in the income tax act 1961 or any other act covering taxation of income as will ensure or make the trust hereby established and income as eligible for exemption from taxation under the income tax act 1961 or any replacement or re-enactment there of modification there of under any other act governing taxation for the time being in India.

(ii) BANK ACOUNT:

To open account with any Bank or post office in the name of the trust and/or in the name of the said educational institutions or other establishments and/or otherwise as may be decided by the founder trustees from time to time as the founder trustees may think necessary. Any



trustee/trustees, as authorised by the founder trustees in its meeting, jointly or singly will be competent to exercise the powers contained in this clause.

(iii) The trustees may out of the corpus of the subject matter of the trust spend such sale/proceeds or any part there of and appropriate such money or part there of for laying out, erecting and furnishing and building of Educational institution, libraries, research institute or for incurring any capital expenditure as may be unanimously resolved upon by the trustees or as may be allowed by court in capital expenditure i.e. on land, construction of building, expansion and procurement major equipments etc. for the Educational institutions, and / or other establishments.

(iv) To apply for state aids, Govt. grants foreign aids whenever necessary and observe the rules and regulations that may be imposed upon them by the state Govt. and other regulatory bodies.

The object of the trust shall not be limited by the objects as contained herein above and the trustees shall be free to do all such acts and things in furtherance of and in fulfillment of its educational objectives directly or indirectly which are not otherwise prohibited by law. Thus trustees may establish any business with an objective to utilize its profit only for its aims and objectives with ultimate objective of educational development.

C. **ROLE & RESPONSIBILITIES OF TRUST/TRUSTEES:**

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

- (i) To ensure that the school gets proper land, building, equipments, furniture and qualified staff at least as per the norms of the apex affiliating body .
- (ii) To ensure that the school is run as a community service and not as a business and that commercialisation does not take place in the school in any shape whatsoever.
- (iv) 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.
- (v) To have control over the School Management Committee and shall approve the budget/tuition fees and annual charges etc. for the school.
- (vi) To have control over any capital expenditure.

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Vishay Kumar Bandy
19/04/2010
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- (vii) To generate funds for the needs of the school whether it is recurring or non-recurring.
- (viii) To generate funds for the needs of the school has the basic essential facilities such as laboratory Equipments, games and sports articles and other co-curricular activities, Library Books etc.
- (ix) To ensure that the school is running as per the provisions of the education act/affiliation norms and is providing quality education to the children and for this to take necessary steps as per its need.

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 Brij B. Bandy 19/04/2010
 Arun Kumar Thakur 19/04/2010
 K K Kulesh Kowr 19/04/2010

DONATIONS & CONTRIBUTIONS:

- 05. That the trust Fund may be augmented by the income from the initial fund and also by donations and other contributions.

APPLICATION OF TRUST FUND:

- 06. That the Trust Fund shall not be applied for any purpose other than those specified in Para - 4 here in after.

ACCOUNTS AND AUDIT:

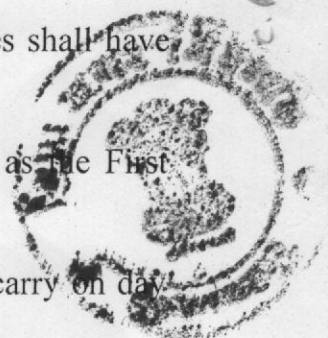
That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust. Annual accounts of the Trust shall be audited by a Chartered Accountant .

Chandan Prasad. 19/07/2010
 Vijay Kumar Bandy 19/04/2010

TRUSTEES & POWERS OF TRUSTEES:

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

- (a) The Settler of this trust nominates Shri Arun kumar Thakur as the First Managing Trustee.
- (b) The Trustees will advise and support the managing trustee to carry on day to day affairs of the trust.
- (c) To advise and manage the affairs of the trust as assigned by the Managing trustee appointed the settler for a period specially mentioned or authorise declared null and void by a resolution taken by the Board of trustee.

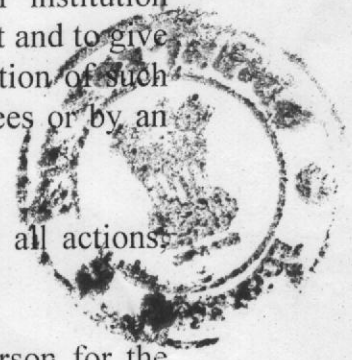


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- (d) To fill the casual vacancy on post of Managing Trustee becoming vacant, by electing another founder trustee and he shall hold the post of Managing trustee up to the conclusion of the next Annual General Meeting.
- (e) To constitute different committees like selection committee/departmental promotion committees for various categories of staff.
- (f) To lay down conditions of service as per norms of CBSE/Government and to approve promotion / appointment / termination of the employees as well as to grant special increments or rewards to staff.
- (g) To accept any donation, contribution, grant or subscription in cash or in kind, from any person (s), body of persons or trust, with or without conditions.
- (h) To apply the whole or any part of the income of the trust, or the trust fund or accumulations there to any one or more of the objects of the trust as the trustees may in their discretion, deem fit from time to time.
- (i) To convert and deal with the trust property and/or any investments for the time being.
- (j) To invest the Trust Fund in shares, stock or debentures or other securities and investments in deposits with or loans to any company, bank, firm or any other person and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.
- (k) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (l) To let out, demise any property comprising in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- (m) To open account in the name of the trust, Trustees and/or institution run/conducted by the Trust with a bank, to operate such account and to give instructions to the bank and to provide for opening and operation of such account by the trustees or by an agent appointed by the trustees or by an agent appointed by the Trustees.
- (n) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceeding regarding the trust fund.
- (o) To appoint or make provision for the appointment of any person for the purpose of the administration of the trust in such manner and subjects to such rules and regulations as the Trustees to hold any fund or investment

Brij B. Pandey 19/04/2010
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 Kuldeep Kour 19/04/2010

Chandan Prasad 19/04/2010
 Vijay Kumar Pandey 19/04/2010



C.P. →

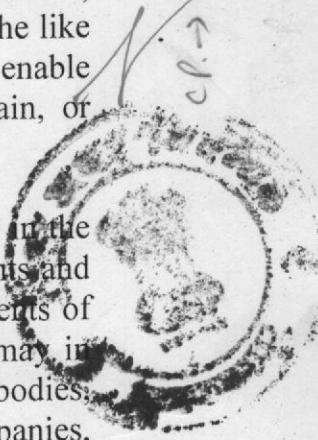
K.K. →

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Brij B. Landey 19/04/2010
Arjun Kumar Thakur 19/04/2010
Kuldeep Kour 19/04/2010
KK →

subjects to the provisions of this deed in such manner and subjects to such rules and regulations as the trustees may from time to time think fit.

- (p) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the managements of the affairs there of and/or running any institution in furtherance of the trust and otherwise for giving effect to the objects of the trust.
- (q) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscriptions or donations made by them.
- (r) To set a part and/or allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the trust.
- (s) To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particular having regard to and in conformity with the objects and nature of this trust.
- (t) To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this trust.
- (u) 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.
- (v) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organisations or trust in India which may have been established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organisation or Trustees to start maintain, or carry out such charitable objects.
- (w) To borrow moneys either on the security of any property comprised in the trust Fund or otherwise for all or any of the purposes of these presents and it shall be lawful for the trustees to make such borrowings or payments of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit. (s) To apply to the Govt., public bodies, urban, local, municipal, district, and other bodies, corporation, companies, or presents 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 Govt., public and other

Chandan Prasad 19/04/2010
Vijay Kumar Landey 19/04/2010



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bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to confirm to any proper condition upon which such grants and other payments may be made.

- (x) To establish, manage organise or maintain or to maintaining any branch of the Trust or its branch with objects similar to those of this trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- (y) To take over, acquire, manage, control, or aid any existing institutions having objects either wholly or in part similar to the objects of this trust and on such terms and conditions as may be thought expedient.
- (z) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institution or associations with which this trust is authorised to amalgamate.
- (za) To transfer and hand over the trust to any other society, corporation, institution, trust or organisation of similar objective of public charitable nature on such terms and conditions as the Trustees shall think fit and proper with the power, provision, agreements and declarations, appearing and contained in these presents subjects to such modifications as may be necessary and consequent to such transfer of the trust fund, the Trustees for the time being of these presents shall become discharged from the trust here of relating to trust funds so transferred.

Brij B. Pandey 19/04/2010
 Arun Kumar Thakur 19/04/2010
 Kuldeep Kozal 19/04/2010

Chandan Prasad 19/4/2010
 - Vijay Kumar Pandey 19/04/2010

09. POWERS AND FUNCTIONS OF MANAGING TRUSTEES:

The Managing Trustee appointed in terms of clause 8 (a), (b) & (c) shall be the chief functionary of the trust and shall be responsible for the following functions under the control and supervision of the founder trustees.

- (i) To keep a record of the proceeding of the founder trustees, Board of trustees, general meeting etc.
- (ii) To maintain a register of trustees/members with such particulars as may be determined by the board of trustees.
- (iii) To carry on correspondence on behalf of the trust and to have in custody the records and files of the trust.
- (iv) To establish contract, negotiate and conclude contract, arrangements etc. With outside agencies taking assignments, projects and other work for and on behalf of the trust.



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- (v) To prepare and present annual accounts of the Trust and to ensure annual audit of the accounts of the trust.
- (vi) To prepare and present periodically to the Board of trustees a true and correct picture of the expenditure of the trust.
- (vii) To look after the day to day functioning of the trust and will exercise powers under the direction and guidance of the founder trustees.
- (viii) To co-ordinate and exercise general supervision over all the activities of the trust.
- (ix) To do all other functions related to and incidentally there of on behalf of the trust in terms of the broad guidelines of the board of trustees/founder trustees.
- (x) To execute the policy decisions of the Board of Trustees and founder trustees.
- (xi) To preside over all the meetings of Board of trustees, Founder Trustees and Annual General Meeting as ex-officio Chairman.

Brig B. Pandey 19/04/2010
Arun Kumar Kaur 19/04/2010
KK Kuldip Kaur 19/04/2010

10. **LIABILITY OF TRUSTEES:**

The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, nor any banker or other person with whom the trust properties or any securities may have been deposited or kept.

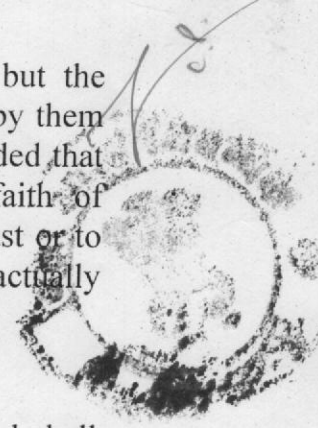
Chandan Prasad 19/07/2010
-Vijay Kumar Pandey 19/04/2010

11. **BINDING & RELAXATIONS:**

The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or there duties relating there to, Provided that nothing herein contained shall prevent the payment in good faith of remuneration or reward to any other employee or servant of the trust or to any member of the trust or other person in return for any service actually rendered to the trust.

12. **MEMBER OR TRUSTEES & FOUNDER TRUSTEES :**

BOARD OF TRUSTEES: All the trustees by whatever name called shall constitute a Board of trustees / Members. The trustees may be designated with any designation as per the duties and functions attached with the designation as the Board of trustees decide from time to time. The five



trustees named in this deed are first founder trustees. The number of founder trustees shall be five. Trustees over and above this number shall be ordinary trustee/ member of the Trust.

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Brij B Sandey 19/04/2010
Arun Kumar Thakur 19/04/2010
Kuldeep Kour 19/04/2010

13. **VACATION OF OFFICE OF THE TRUSTEES:**

The Board of trustees for the time being will be at liberty to appoint additional Trustees for such period on such terms as to retirement and re-appointment as the trustees for the time being consider proper. Any casual vacancy in the founder trustees shall be filled up by co-option by the remaining founder trustees. If the number of the founder Trustees shall fall below five the trustees shall not except for the purpose of filling any vacancy act so long number is below the said minimum.

14. **RULES AND REGULATIONS:**

- (a) The founder trustees may from time to time frame rules and regulations for the trust, educational institutions or other establishments, branches and/or divisions or other wise. In framing the rules and regulations by the founder trustees advice/recommendations of the trustees other than founder trustees shall be recorded and discussed by the founder trustees in its meeting.
- (b) The founder trustees may from time to time frame rules for the conduct and regulations of the meetings of trustees. In the absence of such regulations:-
 - (i) Two- Third number of trustees rounded to higher number subject to minimum three shall form a quorum for a meeting of the trustees.
 - (ii) Resolution passed without any meeting of the trustees but by circulation there of and evidenced in writing under the hands of four-fifth trustees shall be as valid and effectual as a resolution duly passed at a meeting of trustees.

C. Chandan Prasad 17/04/2010
Vijay Kumar Sandey 19/04/2010

15. **ACCOUNTING YEAR:**

The accounting year of the trust shall be irrevocable for all times.

16. **IRREVOCABILITY:**

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

17. **OFFICE:**

The office of the trust shall be situated at Muzaffarpur unless changed by the Trustees by three-fourth majority.

18. **LEGAL PROCEEDING:** The Trust may be sued in the name of the trust.



Akash-Mansi

19. AMENDMENT:

Save and except the clause -4 on aims and objectives, clause -11 on binding and relaxations, clause-16 regarding irrevocability of the trust and clause -6 regarding application of trust fund, amendment to this trust deed may be made for better management and administration of the trust keeping intact the basic structure of the trust by four -fifth majority of its total strength at a special meeting convened for the purpose.

In witness where of the parties here to have herein to seen and subscribed their respective hands on the day month and year first mentioned herein over.

Solemnly affirm on this - - - - day of April, 2010.

Brij B Pandey 19/04/2010
Arun Kumar Thakur 19/04/2010
Kuldip Kaur 19/04/2010
K.K.

WITNESS

सुनील कुमार
सो. साहित्यिक प्रकाशक
आराम सदन
सो. सा. प्र.
9V-822090

- Brij B. Pandey*
1. (BRIJ BHUSHAN PANDEY)
- Arun Kumar Thakur
2. (ARUN KUMAR THAKUR)
- Kuldip Kaur
3. (KULDIP KAUR)
- Chandan Prasad
4. (CHANDAN PRASAD)
- Vijay Kumar Pandey
5. (VIJAY KUMAR PANDEY)

cp Chandan Prasad 19/04/2010
Vijay Kumar Pandey 19/04/2010

Hira Kumar S/o
S/o Sri Radeh Shyam S/o
Moh - Gandhi Vihar
P.O. + P.S. - Laheriasarai
Dist - Darbhanga
19. 04. 2010

