

SCANNED BY

दस्टाबेज जांत्र

THIS DEED OF TRUST made at House no. 06, SBI officer's Colony, Sheikhpura, Bailey Road, Patna- 800014. Bihar on the 15 day of February 2016, by Ashok Kumar Agrawal, aged 64 years S/o of Sri Sita Ram Agrawal residence of House no. 06, SBI officer's Colony, Sheikhpura, Bailey Road, Patna- 800014. herein after referred to as "THE AUTHOR OF THE TRUST", with the total of Rupees Fifty thousand only.

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#### District Registry Office, Patna Token Number 2611 Reg. Year 2016 Serial Number 2486 Deed Number 133 PresType Name Photo Thumb Index Presented Ashok Kumar Agrawal Middle Ring Little Sig. Shor Kumar Agrawal Ashok Kumar Agrawal Sig. Lahor Kumar Agraval NIA Abhishek Agrawal Trustee Abhigher Agaranal Sig. 15/02/200 Trustee Shyam Sunder Kejriwal Sig. 5 mgs 8 4 nd 68 Kerry Identified Nishant Agarwal Ву Sig.



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Ashra Kumas Agrawal

## NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

The name of the Trust shall be Sharda Educational Trust.
The Head Office of the Trust shall be House no. 06, SBI officer's Colony, Sheikhpura, Bailey Road, Patna- 800014 Bihar, and the address may be changed as and when found necessary by the Trustees. Trust can open its branch office anywhere in India as and when found necessary by the trustee.

# 3. The objects of the Trust shall be any or all of the following:

- (a) Advancement and propagation of education and learning including establishment, maintenance and support of educational institutions.
- (b) To establish, maintain, take over the management, administer or run any institutions, establishments engaged in the imparting of education to students up to any level that may be found necessary and / or desirable.
- (c) To establish, run, manage, and administer any educational institution to train/educate persons to be teachers/technocrats.
- (d) To hold, arrange and organize meetings, lectures, talks, discussions, seminars, symposia, conferences, competitions, research and study visits, tours, excursions, exhibitions, debates, cinema, audio-visual program, the artistic performances and to the cultural activities, sports and games.

Establishment, maintenance and support of libraries, museums and reading room,

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distribution of books and Hostel facilities etc. for advancement of education and knowledge in general.

#### 4. TRUSTEES:

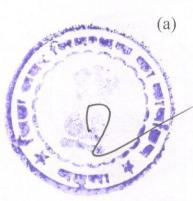
- (a) The first Trustees shall be:
- (i) Sri Abhishek Agrawal, aged 25 years, S/o of Jai Shankar Prasad Agrawal, resident of AT + P.O. :-Surya Garha Bazar, Dist.-Lakhisarai- 811106, Bihar,
- (ii) Shri Ashok Kumar Agrawal , aged 64 years , S/o Sita Ram Agrwal resident of House no. 06, SBI officer's Colony, Sheikhpura, Bailey Road, Patna- 800014
- (iii) Sri Shyam Sunder Kejriwal, aged 85 years S/o Sri Madan Lal Kejriwal, residence of 507, jhikatiya, Dist. Khagaria.
- (b) Abhishek Agrawal shall be the Managing Trustee and hold all activities of Office work.
- (c) The Managing Trustee and others Trustees shall at their discretion co-opt any person / or persons who may be helpful in achieving the objects of the Trust as a Trustee.
- (d) The maximum number of Trustees shall not exceed seven (7)

### 5. MANAGEMENT

The Management, control of the property and affairs of the Trust aforesaid shall be vested in the Trustees with full powers and authority to purchase or hold any land and construct any building for the object of the 15/02/2016.

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Trust or any funds or any other properties or investment at any time, subject to the Trust of these presents. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust and charities as they deem fit and to alter or vary the same from time to time to make new rules and regulations provided such rules and regulations shall not be inconsistent with the terms and intents of these presents and not inconsistent with the provisions of Sections 2 (15), 11 to 13 and 80-C of the Income-tax Act, 1961.

- (b) The Trustees shall meet as often as possible but not less than six times in a year for efficient management of the Trust, to consider the income and expenditure and for disposing of all such other matters as may arise in such meetings.
- (c) The trustee can take loan from any financial institution to meet out the objective of the trust.
- (d) At all meetings of the Trustees, two members will form quorum.
  - At all meetings of Trustees, Managing Trustee or in his absence any other Trustee shall be the Chairman and all decisions of the Trustees shall be by majority vote, and the Chairman shall have a casting vote in case of equality of votes.

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- (f) All proceedings of the meeting of the Trustees shall be recorded in a Minutes Book kept for the purpose.
- (g) Trustees who fail to attend three consecutive meetings without prior intimation or information shall cease to be Trustees, unless otherwise majority of the other Trustees accord him exception on genuine and valid grounds..
- (h) In case of any difference of opinion between the Trustees in any matter connected with the Trust and its administration by decision of the majority will be final and binding on all the Trustees.

#### 6. POWER OF TRUSTEES:

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- (a) To manage Trust Funds and collect and recover the interest, income and profits thereof and to pay there out the expenses of collection and other outgoing, if any.
- specifically conferred to do things as may be required for the proper conduct of the Trust and in the interest of the Trust, whenever, such powers are not specifically conferred.
  - The Trustees shall be entitled from time to time to open, maintain and operate a Bank account or accounts in the name of the Trust or in the name of the Institutions which runs under this trust at such Bank or Banks as they may from time to time decide and may

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at any time pay or cause to be paid any monies forming part of the Trust Fund/Institution's Fund or the income thereof to the credit of any such account or accounts either by way of opening Bank Account or any other account. Any such account shall be operated open by Managing Trustee jointly with remaining any one of the other Trustees or any person authorized by the managing trustee.

- (d) The Trustees shall have powers to maintain and defend all such suits and take such other steps as may be reasonable and requisite for the preservation of the Trust Property and the protection of the title thereof. At the discretion of the Trustees, the Managing Trustee, the Joint Managing Trustee or any other Trustee or Trustees or such other authorized person or persons shall represent them in all such proceedings.
- (e) The Trustees are bound by all the liabilities cast upon them under the Indian Trusts Act of 1882 except to the extent of the powers specifically conferred under these presents.
  - The Trustees at their discretion may all any immovable property or properties which may for the time being the subject of the Trust of these presents, with power to buy and sell the same without being responsible for any loss that may thereby be incurred and in case of such sale, to execute and do

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- voluntary contribution from any person or persons by donation, legacy, gift, annual or monthly subscription for the benefit of the Trust. The Trustee shall apply such contribution in accordance with the objects of the Trust.
- (h) Proper accounts showing all receipts and disbursements made on account of the Trust hereby constituted shall be kept by the Trustees who shall prepare Receipts and Payment Account, Income and Expenditure Account and Balance-sheet as on 1st of March every year and shall be duly audited by a qualified Chartered Accountant.
- (i) The Trustees may from time to time appoint any Accountant, Clerk and other Officials and employees as the Trustees may deem expedient, and fix and pay their remuneration out of the Trust Fund or the income thereof.

All the funds of the Trust shall be dealt with under Section 13 of the Income-tax Act of 1961.

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- In the event of the dissolution or the winding up of 7. the Trust the assets remaining on the dissolution shall be transferred to another Trust, Society, Institution or person whose objects are similar to those of this Trust upon a majority decision of members and that in no event shall the assets so remaining be distributed among the Trustees.
- The terms and conditions of the Deed of Trust shall be amended after obtaining the prior written consent from majority of the Trustees.

#### IN WITNESS WHEREOF

1. Nishut 51. Dilip Kumar Agrawel M.N. - 6, S.B. I Officer Colony, Shiklpura, Patra - 800014 2 Chandon Blus la 310 late Mendal Shap fatoular Namer Patro - 800020 Trustees Signature

1. Ahok Kumar Agrawaf 15/02/16 2. Athishele Agalowal 15/02/2016

3. Shyan Sundar Kephod

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