



3228 20/9/2014 बिहार BIHAR

Serial No. 11766

Deed No. 69

Govt. of Bihar

District Registry Office, Motihari

**Summary of Endorsement**

This document was presented for registration on 25/09/2014 by Snajay Kumar Gupta (Settor- Tirupati Balajee Educational Trust)

A Stamp Duty of Rs. 5000/- and other Fees of Rs. 2400/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 69 in Book No. 4, Volume No. 2 on pages from 239 to 253 and has been preserved in total 15 pages in C.D. No. 1 / Year 2014

Date: 25/09/2014

Token No: 12207 /2014

Signature with Date  
(SHUSHIL KUMAR SUMAN)  
Registering Officer, Motihari

**TRUST DEED FOR TIRUPATI BALAJEE EDUCATIONAL TRUST**

1. This Deed Of Trust executed on this 25th Sept 2014, between **SANJAY KUMAR GUPTA, S/O VISHWANATH PRASAD**, R/O- Mohalla-Khodanagar, Near Anand Hotel, Ward No.-14, P.O.-Motihari, Dist.-East Champaran, (PARTY OF THE FIRST PART) hereinafter called "SETTLOR/AUTHOR OF THE TRUST" which expression includes his/her heirs, executors and administrators

executed deed of Trust  
and under stood and  
and corrects. Sanjay Kumar Gupta  
25/09/2014



# District Registry Office, Motinari

Token Number 12207

Reg. Year 2014

Serial Number 11785

Deed Number 69

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Snajay Kumar Gupta (Settlor- Tirupati Balajee Educational Trust))						

Sig. *Snajay Kumar Gupta*

Sig. Snajay Kumar Gupta  
(Settlor- Tirupati  
Balajee Educational  
Trust))

<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
					



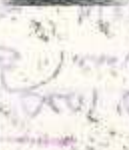


Trustee Ajay Kumar

Sig.

Identified Ritesh Kumar  
By

Sig.

*Ritesh Kumar*

					
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Trustee Ranjeeta Kumari

Sig.

*Ranjeeta Kumari*

					
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SCORE  
Ver.3.0

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*Ok*





**ATTES**

**A. P. SHARMA**  
**NOTARY PUBLIC**

25/9/14

**AND**

1. **AJAY KUMAR**, aged about 40 years, S/o- Sri Kaliram Prasad, Vill.-Parsauni Khas, P.O.-Manbodh Parsauni, Distt-Gopalganj, Bihar-841440, Voter ID No.-10V074972, Kajay 440@gmail.com, Mobile No.-919661319566.
2. **SANJAY KUMAR GUPTA**, aged about 42 years, S/o- Sri Vishwanath Prasad, At-Khodanagar, Near Anand Hotel, Ward No.-14, P.S.-Chhatauni, Distt.-East Champaran, Bihar-845401, Voter ID No.-BR-03/012/279324, Mobile No.-919431032891
3. **RANJEETA KUMARI**, aged about 33 years, W/o- Sri Sanjay Kumar Gupta, At Mohalla-Khodanagar, Near Anand Hotel, Ward No.-14, P.O.-Motihari, Distt.-East Champaran, Mob. No. 917277779424.

Hereinafter called "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 trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, or their assignees, (PARTY OF THE OTHER PART);

2. WHEREAS each of the parties hereto of the "Party of the Other Part" has individually and jointly agreed to act as **Trustees** of the Trust, proposed by the party of the first part.
3. WHEREAS the party hereto of the first part is possessed of the sum of Rs. 1,01,000/- (Rs. One Lakh One Thousand Only) hereinafter referred to as his absolute property and he is desirous of creating a Charitable/Educational Trust for the benefit of the humanity at large.
4. WHEREAS the Author of the Trust desires to irrevocably endowing the said funds upon trust for public, educational and cultural purposes, as hereinafter expressed and contained in this presents and in pursuance of such desire have already transferred paid and handed over the said sum of Rs. 1,01,000/-(Rs. One Lakh One Thousand) to the "Party of the Other Part" (trustees) mentioned above.
5. WHEREAS the Trustees shall stand possessed of the said amount of corpus endowed by the Author of the trust and such other properties (both movable and immovable) as

Executed and at first  
Read and understood  
and found correct.  
Sd/- 25.09.14

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may be acquired from time to time by the Trust, by purchase, ~~exchange, grant, allotment, subscription,~~ endowment, donation, contribution, or in any manner to whatsoever (all of which shall be designed as Trust properties) on the Trust herein mentioned.

6. WHEREAS it is the desire of the Author of the Trust that the Corpus of the Trust may be further augmented from time to time by ~~flow of funds and other assets including~~ moveable and immovable and any other kind by way of gifts, or donations, acquisitions, allotments, grant exchange or otherwise etc.,
7. WHEREAS nothing contained in this deed shall be deemed to authorize ~~the trustees to do any act which may~~ in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public ~~at large, without any profit~~ motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.
8. WHEREAS the trust shall be an irrevocable public educational, cultural trust for the benefit of all persons belonging to all strata of society, irrespective of Community Caste, Creed or Religion.
9. AND WHEREAS the trust is hereby expressly declared to be a **public charitable trust** and all the provisions of this deed are to be constituted accordingly.

Executed deed of Trust.  
Read and Under stood and  
found corrects. Rajeeva Kumari  
25/9/2014

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:**

**10. NAME OF TRUST:**

The name of the Trust shall be "**TIRUPATI BALAJEE EDUCATIONAL TRUST**". The Trust will function as a non-communal and a secular organization.

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**11. PLACE OF TRUST:**

The principal office of the Trust shall be situated at Mohalla-ADARSH NAGAR (KHODANAGAR), Near Anand Hotel, Bank Road, Ward No.-14, Thana-Chhatauni, Anchal-Motihari, Distt.-East Champaran, Pin-845401, Bihar or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

Sanjeev Kumar  
25/9/2014

**12. REGISTERED OFFICE OF THE TRUST :**

Registered Office of Trust. The Trust shall be at Mohalla-ADARSH NAGAR (KHODANAGAR), Near Anand Hotel, Bank Road, Ward No.-14, Thana-Chhatauni, Anchal-Motihari, Distt.-East Champaran, Pin-845401, Bihar.

Sanjeev Kumar  
25.09.14

**AREA OF OPERATION:** All Over India

**BRANCHES :** Branches may open in other places of Bihar.

**13. OBJECTS**

The objects for which the Trust is founded are:

- a) To establish, run, maintain or assist Institutions for school education, higher education, technical education, management education and other professional education with primary aim to impart high quality education and ensuring continuous improvement of human capital in the country.
- b) To establish, run, maintain the Information Technology Training Institutes and centers for coaching, career guidance, counseling & vocational/ Industrial training for the youth.
- c) To grant financial aid, scholarships, textbooks, notebooks, uniforms/ cloth, meals to the poor, deserving and needy students enrolled for elementary, secondary, higher education or professional education.

Sanjay Kumar Gupta  
25/09/2014

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- d) To establish run, maintain or assist medical or Para-medical education institutes, hospitals, nursing homes or clinics and to provide financial assistance to needy and indigent persons of the society for meeting the cost of medical treatment.
- e) To grant financial or other assistance in kind, meals for the poor & indigent and to the persons who suffer due to natural calamities.
- f) To establish run, maintain Libraries, Reading rooms, Crèche, Family Welfare Centres, and Community Halls for public use to conduct training classes, seminars, discourses, workshops and other public functions for benefit of the community in general.
- g) To establish run, maintain cultural, social training institutions/centres; teachers' training institutions and research & training centres for the furtherance of cause of education/learning in the society.
- h) To acquire and maintain the movable and immovable properties by outright purchase or on lease or on Build-Operate-Lease & Transfer (BOLT) basis for achieving the said objects.
- i) To advance any other objects of general public welfare/utility.
- j) To undertake any other activities incidental to the above activities but which are not inconsistent with the above objects.

**14. CHAIRMAN :**

There shall be a Chairman for the administration of this trust, nominated by the board of Trustees, who shall be one amongst trustees.

**15. MANAGING TRUSTEE :**

The day-to-day administration of the Trust shall be looked after by the Managing Trustee, under the guidance, control and supervision of Board of Trustees. The Board of Trustees shall nominate one amongst the trustees, who shall hold office for such period, as may be decided by the Board of Trustees. The Managing Trustee shall perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Board of Trustees with the consent of Chairman.

Raviseeta Kumari  
25/9/2014

Asst. Trustee  
25.09.14

Sanjay Kumar Gupta  
25/09/2014

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**16. NUMBER OF TRUSTEES/ VACANCIES:**

Apart from Settlor/ Author trust will have a minimum of three trustees. If at any time the number of the trustees is less than two, the Board of Trustees shall appoint one or more trustees. Upon the appointment of a new trustee the trust properties shall vest in the new trustee jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinabove in this deed.

**17. MEETING AND PROCEEDINGS OF THE TRUSTEES:**

The Trustees shall ordinarily meet once in three months or as often as may be necessary for the satisfactory conduct of the affairs of the Trust. In case of any difference between the trustees, the opinion of the majority shall prevail.

**18.** That Sanjay Kumar, Author / Settler will remain Chairman / President and Ajay Kumar will remain Managing Trustee.

**19. TERMINATION / APPOINTMENT OF THE TRUSTEES:**

(a) Trustee shall cease to hold office:

- i) if he/she dies,
- ii) if he/she resigns,
- iii) if he/she is adjudged insolvent or found guilty of an offence involving moral turpitude.
- iv) if he/she is found to have acted against the interest of the Trust. if it is unanimously decided by the Trustees that his continuation in the Office is against the interest of the Trust.

(b) Any of the trustees may retire on giving one month's notice in writing to the other trustee (s).

(c) Each Trustee is entitled to nominate his/her successor out of his/her family members to fill his/her vacancy in the Trust. In case the Trustee expires without nominating a successor his/her wife/ husband/son will be the first choice to fill the vacancy. In his/her absence or unwillingness to accept Trusteeship their absence or unwillingness to accept the Office the other Trustees may co-opt their representative as a successor out of their other family members as acceptable to all of them to fill the vacancy.

Raviseek Kumar

25/01/2014

Ajay Kumar

25.09.14

Sanjay Kumar Gupta

25/09/2014

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## 20. POWER OF TRUSTEES :

That the trustees shall have the following powers:

- (a) ~~To manage all the assets and/or properties~~ of the trust including the conduct of business;
- (b) To appoint employees and to settle the terms of their service, remuneration and termination;
- (c) To look into the management of the trust;
- (d) To invest the funds of the trust, in bank or in the purchase of company shares or securities or other movable and movable and immovable properties;
- (e) To sell, alter, vary, transpose or otherwise dispose or ~~alienate the trust properties or any investment~~ representing the same for consideration and to reinvest the same;
- (f) To pledge or mortgage the trust properties for raising loans;
- (g) ~~To open the bank accounts in the name and on behalf of the trust and to operate the same;~~
- (h) To enter into a partnership on behalf of the trust with any other party or parties;
- (i) To pay all charges, impositions and other outgoings ~~payable in respect of the trust properties and also to pay all cost of the incidental to the~~ administration and management of the trust properties;
- (j) To file suit on behalf of the trust and to refer to arbitration ~~all actions proceedings and disputes~~ touching the trust properties and to compromise and compound the suits filed;
- (k) To accept any gift, donation or contribution in cash or in kind from anyone for the objects of the trust;
- (l) To seek legal opinion of lawyers and/or Chartered Accountants as and when ~~required; or to nominate~~ representatives for any of the aforesaid purposes.

Raniseeta Kumari

25/9/2014

Ajay Kumar

25.09.14

Sanjay Kumar Gupta

25/09/2014

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25-9



21. **FUNDS:**

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter.

Ranjeeta Kumari

25/9/2014

22. **INVESTMENTS:**

- a. All monies, which shall not immediately required for current needs shall be invested by the Trustees in eligible securities and investments as notified by government of India, or in scheduled banks. Such investments shall be in the name of Trust.
- b. That the trustees shall invest the trust fund, conduct business with the trust fund and/or enter into partnership on behalf of the trust, as they may deem fit as per objects of the trust.
- c. That the trustees shall manage the trust fund and investments thereof as a prudent person would do the same. They shall recover all outstanding dues and meet all recurring and other expenses incurred for the upkeep or management thereof.
- d. That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries of the trust.

Sanjay Kumar Gupta  
25-09-14

23. **BOOK ACCOUNT:**

- a. The Board of Trustees may open such Bank Account or Accounts in any of the Banks in the name of **Tirupati Balajee Educational Trust**. The Chairman and Managing Trustee shall jointly operate such accounts.

Sanjay Kumar Gupta  
25/09/2014

25-9



- b. The trust may also open Bank Account/s in the name of institution / organization founded by the Trust. These Bank Accounts shall be operated by such persons, as authorized by the board of trustees from time to time.

**24. APPLICATION OF THE PROPERTIES OF THE TRUST:**

The properties and funds of the Trust shall be applied only for the purpose of the Trust and for the due administration of its business affairs and properties provided however that this shall not preclude payment of any temporary remuneration or allowance or giving of residential accommodation or any perquisites to any trustee in connection with the work carried out by him/her for the purpose of the Trust.

Raviseeda Kumari

25/9/2014

**25. DEFECTS OF PROCEDURE IMMATERIAL:**

No act of Trustees shall be invalidated by reason only of any vacancy in the Board of Trustees or any irregularity in the proceedings of the Board of Trustees or any Committee thereof.

Ajay Kumar

25.09.14

**26. AMENDMENTS:**

No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2(15), 11, 12 and 13 and 80G of the Income Tax Act, 1961 as amended from time to time.

**27. BANKING ACCOUNT:**

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the trust. These bank accounts shall be operated by the Author / Chairman **Sanjay Kumar Gupta** and Managing Trustee **Ajay Kumar** along with jointly operate.

Sanjay Kumar Gupta

25/09/2014

25.9



28. ACCOUNTS AND AUDIT:

The Trustees shall keep proper books of account of all the assets, liabilities and maintain a true and correct record of the receipts, payments incomes and expenses and transactions of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March. The accounts shall be audited by a Chartered Accountant or a firm of Chartered Accountants, who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

Reviseeta Humara  
25/9/2014

29. IRREVOCABLE:

This Trust is irrevocable.

Sanjay Kumar  
25.09.14

30. DISSOLUTION / AMALGAMATION / WINDING UP:

In the event of dissolution or amalgamation or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust / Organisation, whose objects are similar to those of this Trust with the prior permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

Sanjay Kumar Gupta  
25/09/2014

Jurisdiction - At Motihari

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Sanjay Kumar Gupta  
25/09/14



31. IN WITNESS WHEREOF THE AUTHOR OF THESE AND TRUSTEES HERETO HAVE SET

Name

Signature

Author of the Trust

1. SANJAY KUMAR GUPTA

Sanjay Kumar Gupta

Ranjeeta Kumari

25/9/2014

Trustees

1. AJAY KUMAR

Ajay Kumar

2. SANJAY KUMAR GUPTA

Sanjay Kumar Gupta

Ajay Kumar

25.09.14

2. RANJEETAKUMARI

Ranjeeta Kumari

WITNESS:

1. Ritesh Kumar s/o Gourishankar Prasad  
R/o Bank Road Adarsh Nagar P.S. Chhattauri

2. रामदेव राय पिता:- मंगीराय  
सां दिलमन एपरा थाना:- कोटा

Identified by

Ritesh Kumar  
s/o Gourishankar Prasad  
Bank Road Adarsh Nagar  
Chhattauri



Ritesh Kumar

Drafted & corrected  
as per instructions  
of the author  
and the contents  
have been explained  
to him  
Shah Alam  
25/9/14

25.9

Sanjay Kumar Gupta

25/09/2014

st-1000  
ch-4000  
5000

### Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped ( or exempted from or does not require stamp duty ) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '64'. Also admissible under section 26 (a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act  
Addl. Stamp duty paid under Municipal Act

Rs. 5000/-  
Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 1000/-  
Amt. paid through Bank Challan Rs. 6400/-

Registration Fee										LLR + Proc Fee	Service Charge
FEE PAID	A1	2100	C	0	H1b	0	K1a	0	Lii	0	300
	A8	0	D	0	H2	0	K1b	0	Liii	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	
	A10	0	E	0	J1	0	K2	0	Na	0	
	B	0	H1a	0	J2	0	Li	0			
	TOTAL- 2100										

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 2400

Date: 25/09/2014

25-9  
Registering Officer  
Motihari

### Endorsement under section 52

Presented for registration at Registration Office, Motihari Sadar on Thursday, 25th September 2014 by Snajay Kumar Gupta (Settor- Tirupati Balajee Educational Trust)) Vishwanath Pd. by profession Agriculture. Status -

Signature/L.T.I. of Presentant

Date: 25/09/2014

25-9  
Registering Officer  
Motihari Sadar

### Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Ritesh Kumar' age '35' Sex 'M', 'Gauri Shankar Pd.', resident of 'Bank Road, Adarsh Nagar, Ps. Motihari, E.C. ' ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 25/09/2014

25-9  
Registering Officer  
Motihari

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Motihari Sadar in Book 4 Volume No. 2 on pages on 239 -253 , for the year 2014 and stored in CD volume No. CD-1 year 2014 .The document no. is printed on the Front Page of the document.

Date : 25/09/2014

25-9  
Registering Officer  
Motihari

Token No. : 12207 Year : 2014 S.No. : 11766 SCORE Ver.3.0 Deed No. : 69