

Trust deed - Shanti Shanti Trust No. 370

S. 2 A. 1000



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789

69111  
SHANTI SHANTI TRUST  
7899

Handwritten notes and signatures on the right side of the document.

THIS DEED OF TRUST made on this the ...  
of ... One thousand nine hundred ninety ...  
SINGH S/O LATE RAJESHWAR PRASAD SINGH residing at HOUSE  
BORING PATALIPUTRA ROAD, NEW P.P. COLONY Patna -13 hereby ...  
The SETTLERS (which expression shall unless excluded ...  
in the context be deemed to include his executors, administrators  
(representatives) of one part and

- (1) ANADRESH KUMAR SINGH  
S/O LATE RAJESHWAR PRASAD SINGH  
Address:- HOUSE NO - 124, BORING PATALIPUTRA ROAD,  
NEW P.P. COLONY, P.S. S.K. Patna-800013
- (2) SMT SHANTI SINGH  
D/O LATE BASTISTH NARAYAN SINGH  
Address:- HOUSE NO - 124, BORING PATALIPUTRA ROAD, NEW P.P. COLONY,  
P.S. S.K. Patna-800013.
- (3) HANU KUMAR  
S/O ANADRESH KUMAR SINGH  
Address:- PLOT NO-5, GOVT. OFFICERS COOPERATIVE COLONY, HOUSING  
P.S. SECTOR-12, BOKARO STEEL CITY, BIHAR.
- (4) SMT. KUNDAN SINGH  
D/O DR. K.B.N. SINGH  
Address:- PLOT NO-5, GOVT. OFFICERS COOPERATIVE COLONY, HOUSING  
P.S. SECTOR-12, BOKARO STEEL CITY, BIHAR.

Aravind K Singh  
Shanti Shanti  
Kundan Singh  
Principal

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated of C.B.S.E. Delhi  
School Afft. No.-330230

Attested Secretary  
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No.-330230



2. NAME :-

That the name of the trust be "SHAKTI SHANTI TRUST."

3. OFFICE OF THE TRUST :-

That the office of the trust shall be situated at:-

SHAKTI SHANTI TRUST  
HOUSE NO-124, BORING PATLIPUTRA ROAD, NEW PATLIPUTRA COLONY,  
PATNA-800013.

The TRUSTEES shall be at liberty to transfer the office or may open branch or branches at any place and/or places within the territories of India at their mutual consent/decision from time to time.

5. That the first trustees are empowered to appoint MR. Awedhesh Kumar Singh as managing trustee who shall be the convenor and chairman of the said trust.

5. OBJECTS OF THE TRUST

The TRUSTEES shall spend, utilize and apply the trust fund for all or any one or more of the under mentioned charitable objects and purposes or such other charitable objects, beneficial to public as the TRUSTEES may think proper and in such manner in all respects as the TRUSTEES may in their absolute discretion deem fit and proper.

A. The spread or promotion of education or learning in all its branches in such manner as the TRUSTEES may think fit including:

- 1) Establishment and/or acquisition and maintenance or support of schools, colleges, vidyapiths, Balmandirs, study centres, universities and professional Training centre and other institutions for imparting education and training to students.

*Handwritten notes:*  
 Anand Singh K. Singh  
 7.8.99  
 Shanti Saha  
 7.8.99  
 Kundan Singh  
 7.8.99

*Signature:*  
 Principal

Shakti Shanti Academy  
 Ambika, Sthan, Ami (Saran)  
 Affiliated to C.B.S.E. Delhi  
 School Afft. No.-330230

*Signature:*  
 Secretary

Shakti Shanti Academy  
 Ambika, Sthan, Ami (Saran)  
 Affl. to C.B.S.E. No.-330230

ii) Establishment and support of professorships, fellowships, lecturerships, scholarships and prizes at schools, colleges or other Educational Institutions.

iii) Establishment and maintenance of Hostels and / or Boarding Houses and grant of free boarding and lodging to poor and deserving students upon such terms and for such period in each case as the trustees may think fit.

iv) Establishment and maintenance of any support of naturopathy and Yoga, Health centres and similar institutions for the education of the same.

v) Grant or Endowments at universities, Research institutions and other Education and scientific Institutions for spread of Education and knowledge in all or any branches.

vi) Establishments and maintenance of sports centres and providing education and training in sports of all types.

vii) Establishment, maintenance and support of libraries and reading rooms for advancement of education and knowledge in general.

affording of medical relief in such manner as the trustees think fit including:

i) Setting up of hospitals or other medical institutions and running them or granting or subscriptions and donations to Hospitals, Dispensaries, convalescent Homes, Asylums, Nursing Homes and other public institutions for administering medical relief to the needy.

ii) Endowments to and help or support to Hospital, Maternity Homes and Dispensaries.

*Amresh Kumar*  
7.8.99

*Shanti Saha*  
7.8.99  
*Kundan Singh*  
7.8.99

*[Signature]*  
Principal

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated to C.B.S.E. Delhi  
School Afft. No.-330230

*Amresh Kumar*

सचिव

शक्ति शान्ति अकादमी

अम्बिका स्थान, अमी (सरान)

दिल्ली (संलग्न)

Attested *Amresh Kumar*  
Secretary

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No.-330230



The Trustees shall in case where any aid is proposed to be given for charitable purposes to any institutions, associations, society, organisation, body or trust as certain whether the objects of such institution, association, society, organisation body or trust are in accordance with the objects of this trust and if so satisfied may give donation to such institution, association, society, organisation body or trust being utilised only for such objects.

MANAGING TRUSTEE :

Sri. Awadhesh kr. Singh shall be the Managing Trustee for the time being of this trust, who shall, subject to the control and supervision of the TRUSTEES look after the day-to-day affairs and administration of this Trust. On resignation or death of the aforesaid Mr. MANOJ KUMAR the surviving TRUSTEES may nominate/elect a managing Trustee from amongst them, and fix the period and terms of his office.

TRUSTEES

- (a) The number of the TRUSTEES shall not be less than two and more than seven. If the number of the TRUSTEES fall below two, the remaining TRUSTEE shall not act on behalf of the Trust except for the purpose of filling up a vacancy, so long as the number of TRUSTEES is below the minimum.
- (b) The TRUSTEE for the time being will be at liberty to appoint additional TRUSTEE(S) within the number mentioned above, for such period or on such terms as to retirement and re-appointment as the TRUSTEES for the time being may consider proper. If any TRUSTEE dies, retires, becomes unfit or incapable to act, the continuing or surviving TRUSTEES or TRUSTEE may appoint a TRUSTEE in place of the incapacitated TRUSTEE.

*Handwritten notes:*  
Anandesh Kr Singh  
7.8.99  
Manoj Kumar  
7.8.99  
Shanti Suman  
7.8.99  
Foundation Singh  
7.8.99

*Handwritten signature:*  
Principal

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated to C.B.S.E. Delhi  
School Afft. No.-330230

*Handwritten signature:*  
Secretary

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No-330230

(c) Except for the initial TRUSTEES, who shall cease to be TRUSTEE only on death or through voluntary resignation, TRUSTEE shall cease to hold office if he or she:

- i) leaves without absence;
- ii) does not attend three consecutive meetings of the Trust or fails to attend meetings for one calendar year, whichever is longer; or
- iii) is requested to resign by 2/3rd of the TRUSTEES or as near to this number as possible of the remaining TRUSTEES.

(d) Any TRUSTEE is at liberty to resign from the Trust on giving one months prior notice in writing of his or her intention to do so.

(e) The TRUSTEES shall be responsible only for such stocks, shares and funds as shall actually come into their hands. A TRUSTEE shall not be answerable to or accountable for the neglect, default or acts of omission or commission of the other TRUSTEE(S) or of any banker or other person with whom the Trust properties or funds or any securities may have been deposited or kept.

POWERS OF THE TRUSTEES:

(a) The TRUSTEES shall be at liberty, at their absolute discretion to accept any property, contributions, grants, collection or donations from persons, firms, companies or government or other institutions, including foreign agencies/institutions or foreign governments, for the advancement of the objects of the Trust.

Anaresh Singh  
Secretary  
7.8.99

Shanku Singh  
Kundan Singh  
7.8.99

Anaresh Singh

Attested  
Secretary

- (b) The TRUSTEES shall be entitled from time to time to open and maintain bank accounts in the name of the Trust with any bank or banks to operate such account(s) and to give instructions to the bank(s) and to provide for opening and operation of such account(s) by the Managing Trustee alone or jointly by the two or more TRUSTEES or Agent(s) appointed by the TRUSTEES.
- (c) The TRUSTEES may borrow or raise moneys or funds from banks, financial institutions, government, other institutions, persons, firms and companies for the purpose and the objects of the Trust, on such terms and conditions as they think fit in the interest of the Trust and mortgage, pledge or otherwise secure all or any of the properties or investments of the Trust as a security against such borrowings.
- (d) The TRUSTEES shall be at liberty to sell and/or realize the Trust Property, if and when acquired, in future or funds and invest the sale proceeds thereof or any other moneys, being part of the Trust Fund, in any manner as the TRUSTEES may from time to time think fit, within the scope of this Trust and within the scope of law.
- (e) The TRUSTEES may lend money either with or without security.
- (f) The TRUSTEES may set apart any part of the income of the Trust for spending in future for any of the objects of the Trust in accordance with the provisions of the law including the income tax law applicable for the time being.
- (g) The TRUSTEES may create a Corpus Fund out of any specific grant or donation or out of the income of the Trust and invest the same in suitable long term investments and may out of the corpus of the Trust spend such money or out of the sale proceeds or any part thereof appropriate such money or part thereof for all or any of the charitable objects, and purposes of the Trust.

*Principals*  
*Anand Singh*  
*7.8.99*  
*Shanti's Sarda*  
*7.8.99*  
*Munish Singh*  
*7.8.99*

*Anand Singh*



- (h) ~~The Managing Trustees or the TRUSTEES may appoint regular, permanent part-time or honorary staff, if necessary and according to the requirement for managing or working of the Trust and use the Trust funds for payment of their salaries, compensation, expenses, etc..~~
- (i) The TRUSTEES may let or hire out any movable or immovable properties belonging to the Trust for such period and at such rent or charge and on such terms and conditions as the TRUSTEES in their discretion may think fit in the interest of the Trust.
- (j) The TRUSTEES may construct, laboratories, buildings, dispensaries, clinics, operating theatres, hospitals, eye-banks and/or purchase or take on lease of any of all of them and such other equipments, instruments, apparatus, machineries, and/or vehicles as may be necessary for carrying out the objects and purposes of the Trust.
- (k) The TRUSTEE may, subject to the provisions of law, contribute to the funds of any professional association, individual firm, corporate body, society, organisation or institution which in the opinion of the TRUSTEES is beneficial to the Trust.
- (l) The TRUSTEE may conduct workshops, conferences, seminars, meetings, forums, symposia and create opportunities for medical professional, researchers, scholars, technicians and interested persons to meet regularly to exchange views, notes, research findings and inventions and to publish newsletters, books, magazines, periodicals and/or leaflets related to the aims, objects and purposes of the Trust.
- (m) The TRUSTEES may reimburse themselves for all expenses actually incurred or spent by them in connection with the Trust or affairs of the Trust or their duties relating thereto.

Anand Prakash Singh  
 9.8.99  
 Kanchan Singh  
 7.8.99

*[Handwritten signature]*

Attested *[Signature]*  
 Secretary

- (n) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.
- (o) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.
- (p) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.
- (q) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.
- (r) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.

MEETING

- (a) The TRUSTEES shall have the right to sue or be sued in respect of the trust property and the TRUSTEES shall be deemed to be trustees of the trust for all purposes of law.
- (b) Two TRUSTEES shall constitute a quorum for a meeting of the TRUSTEES.

Anand Singh  
 7.8.99  
 Sunder Singh  
 7.8.99  
 Kundan Singh  
 7.8.99

Anand Singh  
 सचिव  
 शक्ति शान्ति  
 अकादमी (संस्थान)  
 अम्बिका, सीथान, अमी (संस्थान)

Attached Secretary

(c) ~~All matters will be decided orally by the TRUSTEES or by the majority of the TRUSTEES at a meeting convened for that purpose.~~

(d) Resolutions may be passed without holding a meeting of the TRUSTEES by circulating in writing the proposed resolutions, which must be endorsed by two-thirds of the TRUSTEES. If resolutions are endorsed in this manner, they shall be as valid and effectual as resolutions passed at a meeting of the TRUSTEES.

(e) The TRUSTEES shall keep or cause to be kept a minute book of the proceedings of the meetings.

(f) The TRUSTEES may, if so decided unanimously, dissolve the Trust and transfer the Trust and/or such part of portion thereof as shall, for the time being remain in the hands of the TRUSTEES or the investment and properties of the Trust or a part thereof to any other institutions or trust or persons for pursuing the objects specified, but no part of the Trust funds, assets or liabilities shall be transferred to the SETTLER or any of the TRUSTEES at any time or under any circumstances, upon dissolution.

9. FINANCE & ACCOUNTS :

(a) It shall be lawful for the TRUSTEES to settle all accounts and to compromise, compound, abandon or refer to arbitration any action or proceedings or dispute, claim, demand or thing in respect of such purpose without being responsible for any loss or damage sustained thereby.

(b) It shall be lawful for the TRUSTEES to borrow money with or on the security of any property belonging to the Trust, and it shall be lawful for the TRUSTEES to make any borrowing and the payment of any interest that may result, on such terms and conditions as they think fit.

*Handwritten notes:*  
Anand Singh  
7.8.99

*Handwritten notes:*  
Santosh Singh  
7.8.99

*Signature:* Anandhshankar

सचिव

शक्ति शान्ति अकादमी  
अम्बिका, स्थान, अमी (सरान)

*Signature:* Pradyumn Kumar

Secretary

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No-330230

Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated to C.B.S.E. Delhi  
School Afft. No-330230

(c) It shall be lawful for the TRUSTEES to apply to the government, public bodies, urban, local, municipal, district and other bodies, Corporations, companies, or persons for and to accept grants of money, aid, donations, gifts, subscriptions and other assistance with a view to promoting the aims and objects of the Trust and to discuss and negotiate with the government departments, public and other bodies, corporations, companies, persons, schemes and other works and matters within the aims and objects of the Trust and to conform to any proper conditions upon which such grants and other payments may be made.

(d) The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in the course of the management of the Trust property or in relation to the carrying out of the aims and objects of the Trust as well as of all assets, credits and effects of the Trust property.

(e) The accounting year of the Trust shall be financial year that is ending 31st March of every year.

(f) The accounts of the Trust shall be audited every year by a firm of Chartered Accountants, appointed by the TRUSTEES.

APPLICATION OF TRUST PROPERTY IN INDIA

(a) It is expressly declared that no part of the Trust property or income of the Trust shall be applied for any purpose in India of for any purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly.

(b) The Trust property and the Trust Fund shall be and remain irrevocable for all time.

*Ami Saran*  
*Anaresh K Singh*  
7-8-99

*Shan B. Saha*  
*Kundan Singh*  
7-8-99

*Anaresh K Singh*  
सचिव

शक्ति शान्ति ट्रस्ट  
आम्बिका कान, अमी (सरान) जिला  
सिनधारा (सरान)  
पिन - 869411/340

*Secretary*  
*Shan B. Saha*

Secretary  
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No.-330230

*Principal*  
*Shan B. Saha*  
Principal  
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated of C.B.S.E. Delhi  
School Afft. No.-330230

11. JURISDICTION

(a) The Trust shall be authorised to function throughout India.

(b) Should any legal disputes, claims or litigation arise in jurisdiction of the law arise, they will only be considered, valid if they are located within the territory of India.

IN WITNESS WHEREOF, the SENDER hereto has signed his name hereunto on the day, month and the year specified in the front of this Trust Deed.

SIGNED AND DELIVERED IN THE PRESENCE OF AND

WITNESSED BY :-

1. M. N. Singh  
126, New Jalilpur, K. Colony  
Date 13.7.99

2. Shikam Singh  
(SHIKESH IHA) 7.8.99  
R-1/30 SHIVPURI  
PUNA - 23

Awadesh K. Singh

(AWADHESH KUMAR SINGH)

Attested *[Signature]*  
Secretary

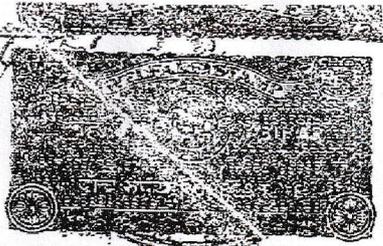
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E. No.-330230

*[Signature]*  
Principal  
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affiliated to C.B.S.E. Delhi  
School Afft. No.-330230

*[Vertical Handwritten Notes]*  
Awadesh K. Singh  
7.8.99  
Shikam Singh  
7.8.99

अवधेश कुमार सिंह श्री राजेश्वरी प्रदा सिन्हा

शक्ति शान्ति अकादमी  
अम्बिका स्थान, अमी (साराण)



Before  
The Executive Magistrate,  
At- Chapra

10/6/10

Affidavit

बन्धुमन्त्र दस्तावेजादी

I, ~~Awadhesh Kumar Singh~~ S/o Sri Rajeshwari Pd. Singh, resident of village- Ishuapury, Ami, P.S. Dighwara, District- Saran (Bihar), do hereby solemnly affirm and declare as follows :-

1829  
10/6/10

1. That I am the Secretary of Shakti Shanti Trust and Shakti Shanti Academy, Ambika Sthan, Ami, Dighwara, Saran (Bihar).
2. That the member of the aforesaid Trusts are related to each other.
3. That the Trusts are proprietary in character.

Hence, this is the affidavit.

*Awadhesh Kumar Singh*

I, Awadhesh Kumar Singh, do hereby declare that the contents of this affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Place : Chapra,

Dated : 10-06-2010.

*Awadhesh Kumar Singh*

I identify the deposit of Awadhesh Kumar Singh as shown and taken before me the magistrate in presence of *Awadhesh Kumar Singh*  
10/6/10  
4114-725702

*Awadhesh Kumar Singh*  
Secretary  
Shakti Shanti Academy  
Ambika, Sthan, Ami (Saran)  
Affl. to C.B.S.E No-330230