

5634

IV 606

10 Rs.



27
20/5/04
26/5/04

E 250.00
119 72.00
322.00

Trust
1/4
25/5

TRUST DEED

This Deed of Trust is made on 25th day of May 2004 (Two Thousand Four) on the Christian era.

BETWEEN

SRI RAMESHWAR SAHU, S/o Late Chunni Sahu, resident of "Shilpanjali", Aryanagar Road - 01, Aryapuri, Ratu Road, Ranchi - 834 001 (hereinafter referred to as the **SETTLOR** of the **ONE PART**

AND

- Dr. SUDHESHWAR OHDAR**, S/o. Sri. Sitaram Ohdar, resident of Sai Vihar Colony, Madhukam, Ratu Road, P.S. Sukhdeo Nagar, Ranchi, Dist - Ranchi, Jharkhand.
- MR. PRAWIN KUMAR DAYAL**, S/o. Sri. Rameshwar Sahu, resident of "Shilpanjali", Aryanagar Road - 01, Aryapuri, Ratu Road, P.S - Sukhdeo Nagar, Dist - Ranchi - 834 001, Jharkhand.
- MR. RAMDEO SINGH**, S/o. Late Bhubaneshwar Singh, resident of Sarveshvari nagar, Behind I.T.I, Itki Road, Ranchi 834 005. Jharkhand, herein after referred to as the **SETTLEE / TRUSTEE** of the **OTHER PART**.

Rameshwar Sahu
25/05/04
Prawin Kumar Dayal
25/05/04
Bhubaneshwar Singh
25/05/04

25/05/04

Manager

Holy Child Public School

Principal

Holy Child Public School
Aff. No. - 3430359
School Code - 06558



- 2 -

The expression the SETTLOR and SETTLEE unless excluded by or repugnant of the context, shall mean and include their respective heirs, legal representatives, successors, executors, administrators and assigns.

WHEREAS the SETTLOR is desirous of making a EDUCATIONAL TRUST wholly for the purpose to impart and promote Educational, Intellectual, Ethical Scientific knowledge, Social Activities, Technical Education and create an Educational Trust.

AND WHEREAS the SETTLOR being inter-alia absolutely seized and Possessed of the sum of Rs.5000/- (Rupees Five Thousand only) in cash set apart by him for the Educational Trust hereinafter mentioned is desirous of settling the said sum of Rs.5000/- UPON TRUST as nucleus fund for the said Trust

AND WHEREAS the Trustees above named have agreed to become the first Trustees of this Trust

AND WHEREAS the said sum of Rs.5000/- (Rupees Five Thousand only) has to be deposited by the SETTLOR in any Nationalized Bank Account opened in the name of the above said Trust.

Now this Deed witnesses hereinafter mentioned :

1. The Trust shall be called **RAMESHWAR PARUL EDUCATIONAL TRUST OR R.P. EDUCATIONAL TRUST OR RPET.**
2. The Registered office of the Trust shall be at Rameshwar Parul Educational Trust, Behind I.T.I, Itki Road, Post Hehal District Ranchi , Jharkhand.
3. The Aims and Objects of the Trust :
 - a) To support and promote the advancement of Educational activities in all its proposed branches by defusing educational, intellectual, ethical, technical and scientific knowledge in Ranchi and also outside Ranchi where necessity needs for the services of the Trust are called for or required, for the benefit of all irrespective of religion, race, caste, community or social status. To establish, conduct, manage, maintain, equip, administer or close down if the institution will run in loss.

RAMESHWAR Sahu
25/05/04

Buddhan Kumar Dey
25/05/04
Pravin Kumar Dey
25/05/04



- 9 -

consensus a regular meeting of the Board such action however should be approved in the next meeting of the Board.

24. All banking transaction will be done in the name of the Trust by the joint signatures of either of the two offices bearers namely the Secretary, the Chairperson or the Treasurer.

25. Accounts & Audit :

- a) The Board shall cause true accounts to be kept of all funds received and the source there of and of the money spend by the Trust and purposes for which the money was spent, it shall also keep proper records of the assets and liabilities of the Trust.
- b) The Board shall cause the accounts of the Trust to be audited once in a year by a duly qualified auditor and see that balance sheet is prepared before the annual meeting of the Trust.
- c) The Auditor shall submit a report showing the exact statement of finance of the Trust, three copies of the balance sheet, receipt and expenditure accounts, assets and liabilities and of the auditors remark shall be certified by the auditor.

26. Dissolution :

- a) The Trust shall not be dissolved unless of the Trustees present and voting in special meeting called to decide on the matter have expressed their opinion in favour of dissolution.
- b) If upon dissolution or winding up of the Trust there remains after the satisfaction of all debits and liabilities any funds of movable property what so ever the same shall not be distributed amongst the Trustees but shall be handed over to a people's organization, Trust, association which has objects similar to the objects of the Trust.

Rameshwar Sahu
25/05/04

Pravin Kumar Datta
25/05/04

Rameshwar Sahu
25/05/04



- 10 -

c). This shall be determined by a special meeting after/before the time of dissolution or in default thereof by a competent court, if the above is not feasible the property may be handed over to the Government.

27. In case of death, inability, resignation or refusal on the part of any Trustee to act as such Trustee, the remaining Trustees shall be entitled to nominate any other person as they may think fit to act as Trustee in place of the Trustee being so dying refusing to act or being unable to act. The Trustee so appointed will have the same power and rights as if her/she was originally appointed Trustee under their presents.

In witness where of the parties here to have set their hands respective the day and year first herein above written.

Rameshwar Sahu
25/05/04
RAMESHWAR SAHU
SETTLOR

Sudheshwar Ohdar
25/05/04
1. Dr. SUDHESHWAR OHDAR

Prawin Kumar Dayal
25/5/04
2. MR. PRAWIN KUMAR DAYAL

Ramdeo Singh
25/5/04
3. MR. RAMDEO SINGH
(SETTLEE / TRUSTEE)

Witnesses :

1. *Mohit Anand*
25/5/04

2. *Dayal*
25/5/04
(Achi Rani Dayal.)

Dayal
25/5/04
Typed by

Drafted by *M.N. Shah*
Advocate
Rauh.

Certified that the original and duplicate copies of this deed are the same and exact copy of each other.

Principal
Holy Child Public School
Aff. No. - 3430359
School Code - 66558

[Signature]
Manager
Holy Child Public School