

IV 30/18



उत्तर प्रदेश UTTAR PRADESH

EA 076644



१२

TRUST DEED

THIS INDENTURE OF TRUST executed on this 2nd day February of 2018 by **Shri Santosh Kumar Singh** S/o Shri Maheshwari Prasad Singh, residing at B-30/40-25-26, Madhav Market, Lanka, Varanasi (U.P.) 221005 (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**

IN FAVOR OF

1. **Maheshwari Prasad Singh** S/o Late Jagdishwari Prasad Singh of residing at B-30/40-25-26, Madhav Market, Lanka, Varanasi (U.P.) 221005 (Managing Trustee)

*[Handwritten Signature]*

Principal  
V.D. Academy  
Tammanpatti, Chunar

*[Handwritten Signature]*

Principal  
Sunbeam Academy  
221005

*[Handwritten Signature]*

MANAGER  
V.D. ACADEMY  
Tammanpatti, Chunar, Dist.  
MIRZAPUR, U.P.



उत्तर प्रदेश UTTAR PRADESH

2

EA 076643

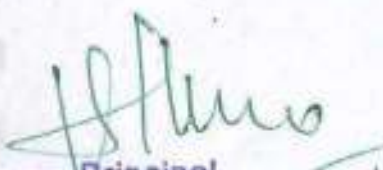
2. Smt. Shweta Singh w/o Shri Santosh Kumar Singh residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 (Treasurer)
3. Smt. Vimala Devj w/o Shri Maheshwari Prasad Singh Residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 (Trustee)

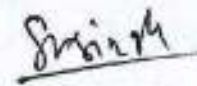
(hereinafter referred to as 'THE FIRST TRUSTEES' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the SECOND PART.

WHEREAS the settler out of philanthropic, benevolent and other good, pious and noble causes is desirous of setting a sum of Rs 10,000/- (Rupees Ten Thousands) upon the trust and subject to the powers and provisions hereinafter contained.

WHEREAS the settler had always a keen and earnest desire and carving to serve the mankind without any distinction of colour, creed, caste, community and religion etc..

AND WHEREAS the Trustees have agreed to become the first Trustees of these presents.

  
Principal  
V.D. Academy  
Tammanpatti, Chunar  
Mirzapur (U.P.)

  
Principal  
Sunbeam Academy  
Aff. No. 2130575  
School Code-71313  
Varanasi

  
MANAGER  
V.D. ACADEMY  
Tammanpatti, Chunar Ghat  
MIRZAPUR



उत्तर प्रदेश UTTAR PRADESH

EA 076642

3

**NOW THIS INDENTURE OF TRUST WITNESSES AS FOLLOWS:-**

1. That the settler does hereby direct and the Board of Trustee do hereby declare that they shall hold and stand possessed of the said sum of Rs. 10,000/- (Rupees Ten Thousands) which are hereinafter for the sake of brevity referred to as the trust fund which expression shall also include cash and any other property and investments of any kind whatsoever into which the same or any part thereof might be converted, inverted or varies from time to time or such sum or property as may be acquired by the trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents upon the trust and with the subject to the powers, provisions, agreements and declarations hereinafter declared expressed and contained.

2. That **Maheshwari Prasad Singh S/o Late Jagdishwari Prasad Singh, residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 shall be the Patron Trustee and Managing Trustee of the Trust**; who may delegate his authority to any of the member of the Board of Trustee of the Trust by virtue of a "Registered Power of Attorney".

3. That the settler has transferred and handover a sum of Rs. 10,000/- (Rupees Ten Thousands) to the Trust in cash, the receipt thereof, the Board of Trustee do and each of them hereby admit and acknowledge.

  
Principal  
V.D. Academy

  
Principal  
Sunbeam Academy  
Att No. 2130575

  
MANAGER  
V.D. ACADEMY



उत्तर प्रदेश UTTAR PRADESH

EA 076641

4

4. That the Patron Trustee/Life Time Chairman of the Trust will nominate any member of the Board of Trustee as his successor by a registered "Will and Testament". In absence of such registered "Will and Testament" successor would be selected by the Board of Trustee amongst themselves followed by 2/3<sup>rd</sup> majority.

5. That the Patron trustee shall have power to second or casting vote in case upon a particular matter the Board is divided equally.

6. **NAME** : That the name of the Trust shall be "MAHESHWARI PRASAD SINGH FOUNDATION" hereinafter for the sake of brevity referred to as the 'Trust' and registered office shall be situated at present at 51/1, Vivekanandpuram Colony, Pongalpur, Chitapur, Varanasi U.P. 221005 in the state of Utter Pradesh and/or such other place or places as the Board of Trustee with the concurrence of Patron Trustee/Life Time Chairman herein may decide from time to time.

7. **OBJECTS** : That the objects for which the Trust is founded are:

- To establish, open, maintain and run Educational Institution/s, School/s, College/s and for imparting spiritual training and education and to maintain and run it.
- To appoint franchisees or agents to carry out the above activities.
- To carry on the business of providing consultancy in the above fields.

  
Principal  
V.D. Academy  
Tamanpetti, Ghazipur

  
  
Principal  
Sunbeam Academy  
Off. No. 2130575

  
MANAGER  
V.D. ACADEMY  
Tamanpetti, Ghazipur



उत्तर प्रदेश UTTAR PRADESH

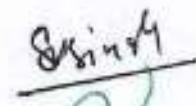
EA 076640

5

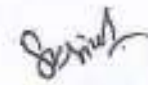
- (d) To spread education and for achieving the said object to establish, maintain, run, develop and improve, extend, grant donations in cash and/or kind and assist in the establishment, maintenance, running development, improvement and extension of School/s and College/s, Workshop/s, Technical school/s, hostels, Institution/s for the promotion of hostels for the benefit of needy students, maintain agricultural farms for the benefit of the poor.
- (e) To give Scholarship, prizes, Awards, Loan and other assistance.
- (f) To conduct and organize lectures, Meetings, Conferences, Seminars or other similar works for the benefit of the public.
- (g) To conduct and organize cultural and intellectual events for uplifting intellectual and cultural awareness of students of Universities/Colleges and Schools.
- (h) To give Scholarship, prizes, Awards, Loan and other assistance.
- (i) To establish, maintain or acquire library or libraries for the benefit of the student community.
- (j) To institute and award scholarships in India for the study, research and apprenticeship for all or any of the aforesaid educational purpose.
- (k) To serve humanitarian cause and to help, assist, take care of disabled, needy, indigent, distressed, handicapped, old and sick person- by way of medical assistance of treatment including provisions of medicines, rendering services of



Principal  
V.D. Academy  
Tamanpatti, Chunar



Principal  
Sunbeam Academy  
Aff. No. 21 30575



MANAGER  
V.D. ACADEMY  
Tamanpatti, Chunar Ghat

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BD 592055

6

professionals, doctors, providing food/shelter during such treatment assisting with money towards cost thereof and/or to establish, run, maintain Old Age Homes with or without Dispensaries/ clinics.

- (l) To afford medical aid and relief of all kinds and varieties to infirm, poor, needy and deserving persons.
- (m) To provide help, assist, in cash or in kind, the poor families to provide food, shelter or clothing as well as give financial assistance for the marriage of needy and poor girls.
- (n) To carry out programme for welfare of weaker section of the society and also for development of backward areas and rural areas of the country.
- (o) To donate/help/pay other public charitable and religious trusts for promoting the above objects of this Trust.
- (p) To do all such things as are incidental or conducive to the attainment of the above mentioned objects or any of them; and it is hereby declared that the interpretation of any of the aforesaid objects and in event of any ambiguity they shall be construed by the board of Trustee in such a way so as to widen and not to restrict the objects of the Trust.
- (q) For the removal of doubts it is hereby declared that this Trust, its objects and its implementation shall not be against the objects of the Trust as mentioned in above clause.

  
Principal  
V.D. Academy

  
Principal  
Sunbeam Academy  
Aff. No. 2130575  
Tamil Nadu

  
MANAGER  
V.D. ACADEMY  
Tamil Nadu

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BD 592054

7

**8. TRUST:-**

That the Board of Trustee headed by Patron Trustee and life time Chairman of the Trust shall hold and stand possessed of the Trust fund upon the Trust viz.

- (a) To manage the Trust fund and to collect and recover dividends, interest, rents, Profits, gains and income thereof.
- (b) To pay and apply the same in the first instance from time to time towards Payment of proper costs, charges and expenses of and incidental to collection thereof and the money required for the repairs, maintenance, insurance, taxes, wages and salaries of employees and other charges in any way related to or connected with the trust property and management of the Trust fund including the charges and expenses of and incidental to the trust and powers herein contained and the costs, charges and expenses of the appointment of the Secretary and/or additional trustees from time to time.
- (c) That the appropriation of the income or corpus of the Trust towards any one or more of the objects mentioned herein above shall be made by the Board of Trustee from time to time subject to the approval & concurrence of the Patron Trustee/life time Chairman of the Trust.
- (d) That the Board of Trustee shall be at liberty to utilise the income and/or the corpus of the trust for any one or more of the objects

*[Signature]*  
Principal

*[Signature]*  
Principal  
Sunbeam Academy  
Aff No. 2130575

*[Signature]*  
MANAGER  
V.D. ACADEMY  
Tamaappatti, Corner Ghat  
MIZAPUR

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH


BD 592053

8

aforesaid and in such proportion as resolved by the 2/3<sup>rd</sup> majority of the Board of Trustee of the trust & subject to the approval & concurrence of the Patron Trustee/life time Chairman of the Trust.

- (e) If the income, inclusive of donations and contribution to a particular year, is not fully utilised for any one or more of the aforesaid objects, the Board of Trustee shall be entitled to accumulate and carry forward the unexpected income to the next year or years
- (f) That the Board of Trustee mean and include,
- 1) Shri Maheshwari Prasad Singh S/o Late Jagdishwari Prasad Singh residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 (Managing Trustee)
  - 2) Shri Santosh Kumar Singh S/o Shri Maheshwari Prasad Singh of residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 (Secretary/Manager)
  - 3) Smt. Shweta Singh w/o Shri Santosh Kumar Singh residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 (Treasurer)

  
Principal  
V.D. Academy

  
Principal  
Sunbeam Academy  
Aff. No. 2130575  
10-10-2013

  
MANAGER  
V.D. ACADEMY  
Tammampatti, Gaudar Ghat  
MIRZAPUR (U.P.)





उत्तर प्रदेश UTTAR PRADESH

9

42AD 806770

4) Smt. Vimala Devi w/o Shri Maheshwari Prasad Singh  
Residing at B-30/40-25-26, Madhaw Market, Lanka,  
Varanasi (U.P.) 221005 (Trustee)

- (g) That for management of Educational Institutions and or any Institutions managed and run by the Trust, Patron Trustee/life time Chairman of the Trust shall be ex-officio Chairman of the Management Committee of the concerned Educational Institutions and or any Institutions which in future would be managed and run by the Trust.
- (h) That Secretary/Manager of the said Management Committee of the concerned Educational Institution/institutions will be nominated by the Patron Trustee/life time Chairman of the Trust amongst the Board of Trustees. The Secretary will officiate as Manager of the Educational Institutions and or any Institutions, which in future would be managed or run. In case constitution of the Management Committee of the concerned Educational Institutions and or any Institutions so requires other new members (as required) will be nominated for such Management Committee of the concerned Educational Institutions and or any Institutions by the Patron Trustee/life time Chairman of the Trust himself as per the rules prevailing thereto but such nominated persons will have no right to vote in any resolution/matter except

  
Principal  
V.D. Academy

  
Principal  
Sunbeam Academy  
2120575

  
MANAGER  
V.D. ACADEMY  
Tameshpatti, Goner Ghat

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL


उत्तर प्रदेश UTTAR PRADESH

10

42AD 806769

- to participate and put there views and suggestions for betterment & good causes of the concerned Educational Institutions and or any Institutions.
9. Without restricting the generality of the power of the Board of Trustees, the Boards of Trustees subject to the approval & concurrence of the Patron Trustee/life time Chairman of the Trust shall be empowered:
- Holding of Properties** : To hold and possessed of the Trust Fund and its Properties.
  - Donation etc.** : To invite, raise, accept and receive donations & contributions, Subscription, grants, gifts, beneficitation etc. in cash or in kind or in immovable or movable properties for all or any of the objects of the trusts.
  - Nature of Receipt** : To determine in case of the ambiguity or doubts whether any money or property received be considered as capital or income and whether out of the income or capital any expenses or outgoings shall be paid or borne or ought to be paid or born.
  - Immovable Properties** : To buy and acquire, have & hold or sale and dispose off by public auction or private contract, exchange, mortgage, charge,

  
Principal  
V.D. Academy

  
Sunbeam Academy  
Aff No. 2130375

  
MANAGER  
V.D. ACADEMY  
Tambhanpatti, Ghazipur

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL


उत्तर प्रदेश UTTAR PRADESH

11

42AD 806768

- hypothecate or transfer or lease or sublease or license or otherwise deal with any immovable property on such term and condition as they may think fit and proper from time to time and in furtherance of the above to enter in to any agreement or covenants with the owner/s of or persons interested in any other properties.
- (e) **Investments** : To invest the Trust fund and all moneys in their hand which may require investment in or upon any one or more of the following securities or mode of the following securities or mode of investment with power from time to time at their discretion to vary any investments and securities held by the Trust for other objects of the character hereby authorised namely:
- (i) Any stock or securities issued by or the payment of the principle and interest thereof shall be guaranteed by the Government of India or the Government of any state of India.
  - (ii) Debentures, Debenture-stock or ordinary stock or shares of any company at a fixed or minimum rates of interest or dividend on which the repayment of principle is guaranteed by the government of India or any state of Government in India.

  
Principal  
V.D. Academy  
Tammanpatti, Chunar

Sriniv  
  
Principal  
Sunbeam Academy  
Aff. No. 2120525

Sriniv  
MANAGER  
V.D. ACADEMY  
TAMMANPATTI, CHUNAR

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

12

42AD 806767

(iii) In fixed or other deposit with scheduled authorities and a nationalized bank or banks.

(iv) Any security or investment authorized by the India Trust Act, 1950 and/or Income Tax Act, 1961.

(f) **Safe custody of Documents** : To deposit titled deeds, securities, investments and other documents relating to the Trust property for safe custody in a scheduled bank or banks and to make the necessary arrangements for realisation of interest or dividends on investments of the trust through bank and to the charges payable to the bank for services.

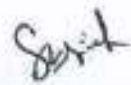
(g) **Construction** : To construct, pull down, renovate, rebuild, alter, adopt, improve, develop, repair, maintain, or insure any immovable property and to authorise any other person on such terms and conditions as it may think fit to do any one or more of the forgoing acts or deeds and to do such other acts, deeds and things which are considered necessary or expedient from time to time.

(h) **Endowment** : To create, set up, maintain, manage and support or help endowments, Trusts etc. whether set-up and created by this trust or otherwise for fulfillment or achievement of any one or more of the objects of the Trust.

(i) **Granting Donation** : To donate whether in cash or in kind any part of the trust property to any institution carrying out

  
Principal  
V.D. Academy

  
  
Principal  
Sunbeam Academy

  
Manager  
V.D. ACADEMY  
TAKH...  
...

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

13

42AD 806766

any one or more of the objects of the trust on such terms and conditions as it any think it.

(j) **Movable and Immovable properties** : To acquire, buy, have & hold or sale and dispose off by public auction or private contract or exchange, mortgage, charge, hypothecate or transfer or lease or sublease or license or otherwise deal with any immovable/movable property/properties.

(k) **Granting Loan** : To grant loan for any one or more of the purpose aforesaid and on such terms and condition as it may think fit.

(l) **Resignation of Trustee** : To consider and if deem fit to accept resignation rendered in writing by the Trustees to these presents.

(m) **Agents & Attorneys** : To appoint, employ and remove any agents or attorneys for such purposes and with such authorities and for such period and subject to such conditions as it may think fit and to remunerate and to reimburse of the expenses of such persons.

(n) **Employees** : To appoint, employ, suspend and remove such officers, clerks, servants and employees for permanents, temporary or special services on such terms and

*[Handwritten Signature]*  
Principal

*[Handwritten Signature]*  
Principal

*[Handwritten Signature]*  
MANAGER  
V.D. ACADEMY  
Farrukhpet, Farrukhpet



उत्तर प्रदेश UTTAR PRADESH

14

42AD 806765

conditions as it may think fit and to make the necessary rule, regulations and provisions relating to the same.

(o) **Bringing & Defending Actions** : To utilise, defend, conduct, compound, compromise or abandon any legal proceedings by or against the trust or otherwise concerning the affairs of the trust to arbitration and observe and perform any awards made thereon and generally to do such acts and things as it may consider or calculate necessary, expedient or conducive to the attainment of the objects of Trust whether or not the same is specified or illustrated hereinabove.

#### 10. POWERS & DUTIES OF TRUSTEES:

(i) That Shri Santosh Kumar Singh S/o Shri Maheshwari Prasad Singh, residing at B-30/40-25-26, Madhaw Market, Lanka, Varanasi (U.P.) 221005 shall be the **Patron Trustee and Secretary/Manager** of the Trust and shall have the power to open & operate Bank accounts of the Trust or any other trustee decided by board of trustee in a any Bank, borrow money for the Trust and to carry out the objects of the Trust.

(ii) That Patron Trustee and life time Chairman of the Trust shall preside over the meeting of the Board of Trustees.

  
Principal  
V.D. Academy  
Jammianpatti, Chunar

  
  
Principal

  
MANAGER  
V.D. ACADEMY  
Jammianpatti, Chunar Ghat

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

15

42AD 806764

(iii) That in the event of the absence of Patron Trustee and of the Trust, any member of Board of Trustee so nominated by board of trustee him shall have only right to preside over the meeting of the Board of Trustees.

(iv) That any of the Board of Trustee shall have powers to accept donations in money or otherwise for the purpose of the Trust subject to the approval & concurrence of the Patron Trustee/life time Chairman of the Trust.

(v) That the Board of Trustee shall do such other lawful things as are incidental in carrying out the administration and management of the Trust but they have to get assent for the same from Patron Trustee/life time Chairman of the Trust.

**MEETING:** The Board of Trustee shall meet often as may be necessary or expedient to transact the business of the Trust. It may be done by the circulation of the papers if it is consented by the Patron Trustee/life time Chairman of the Trust amongst the Board of Trustee.

**RESOLUTIONS:** The management and administration of the Trust shall vest in the Board of Trustee subject to the concurrence of the Patron Trustee/life time Chairman of the Trust. All the decision of the Board of Trustee shall be taken by its 2/3<sup>rd</sup> majority followed by the consent of Patron Trustee/life time Chairman of the Trust, the Patron

  
Principal

  
Manager

  
MANAGER  
V.D. ACADEMY

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

16

42AD 806763

trustee shall have power to second or casting vote in case upon a particular matter the Board is divided equally.

**QUORUM:** In all meeting minimum of three Trustees including Patron Trustee/life time Chairman of the Trust shall form a quorum but without Patron Trustee/life time Chairman there shall be no quorum.

**MINUTES:** That the minutes of all proceedings of the Board of Trustees shall be written in minute book and shall be signed by the Patron Trustee/life time Chairman of the Trust at the end of meeting and each page of the Minute Book shall be consecutively numbered. The Patron Trustee/life time Chairman of the Trust may entrust any of the Board of Trustees, any or such duties or responsibilities as he may think fit for the betterment of the Trust and its management.

11. That the account of the Trust shall be made up as on 31<sup>st</sup> March of every year and shall be audited by a Chartered Accountant as auditor.

12. **IRREVOCABLE TRUST :** That the Trust is expressly declared to be irrevocable and Public Charitable Trust and all the provisions of this deed to be considered appropriately in consonance with the Indian Trust Act, And the provisions, norms, rules & regulations of the

  
Principal  
V.D. Academy

  
  
Principal

  
MANAGER  
V.D. ACADEMY





उत्तर प्रदेश UTTAR PRADESH

17

42AD 806762

concerned law of the land for the time being-in force shall be equally and effectively applicable for all or any purposes of educational institutions which are at present being managed and run by the Trust and/or in future would be managed or run.

**13. WINDING UP** : In case of Board of Trustee decide to wind up the Trust in future, they shall hand over the corpus of the Trust with income up to that date to any one or more Public Charitable Trust or Institutions having similar objects that or this Trust and no immovable property is hereby included in the aforesaid deed presently.

**14.** That Rules and regulations given in the Trust may be suitably modified, altered, deleted, and or added followed by the 2/3<sup>rd</sup> majority of the Board of Trustee subject to the approval & concurrence of the Patron Trustee/life time Chairman of the Trust.

*In witness whereof the executant/ settler hereto set and subscribed their hand on the day, month and year mentioned hereinabove after fully understanding it's legal imports upon themselves without any fear of force, mischief, coercion or fraud in a sound state of mind.*

*Singh*



*[Signature]*  
Principal  
V.D. Academy

*[Signature]*  
Principal  
Sunbeam Academy

*[Signature]*  
MANAGER  
V.D. ACADEMY

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10

TEN  
RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

18

42AD 806761

Witnesses

1. Name: Mukesh Kumar Upadhyay  
 Father's name: Vindhyawashani Upadhyay  
 Full Address: 163, Majhwan, Kachhwan, Mirzapur.

Signature: मुकेश कुमार उपाध्याय



2. Name- Bajarangi Kumar Gupta  
 Father's name: Motilal Gupta  
 Full Address: D-30/4, Nagwan, Lanka, Varanasi.

Signature: बजरंगी कुमार गुप्ता

Drafted By

S.K. Singh Adv.  
S. K. Singh  
Advocate

Collectrate Court Varanasi

Typed By

Collectrate Court Varanasi



*[Handwritten signature]*  
Principal

*[Handwritten signature]*  
Principal

*[Handwritten signature]*  
MANAGER