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Free Fund

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7-8-2000

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Shree Dwivedi  
11/11/2000

DEED OF TRUST.

THIS DEED OF TRUST executed this 1st day of APRIL year 2000 by (1) CHANDRA SHEKHAR DWIVEDI S/o Late Jureshwar Dwivedi

A N D

(2) SMT. SHEELA DWIVEDI wife of the above named Shri Chandra Shekhar Dwivedi both permanent resident of Kanti Kasva P.O. & P.S. Kanti, Sub Division Muzaffa-pur West District Muzaffa-pur, in State of Bihar and also residing periodically in 209 Wood glen lane Oak Brook II United States of America P.H.No. 60523- authors and founders of one part

AND

The other part, besides the Founder author as permanent trustees other co-managing trustees (replace-able time to time) according to circumstances are named as:- (1)

Manager  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

PRINCIPAL  
CHANDRASHEEL VIDYAPEETH





चन्द्र शीवर विद्यापीठ  
 कां. फसवा कां.  
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 7000  
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 श्री शीवर विद्यापीठ  
 Principal

1-8-2000  
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 4127-30  
 1/4/2000



Chandrasheel Vidyapeeth  
 1/4/2000

पुनः प्रवेश 15000, 20000, 10000  
 श्री प्रहलाद श्री  
 श्री का. न. श्री  
 इन विद्यार्थी ने की रे. कारी  
 निश्चित किया है।

लेखकारी को लाने के लिये  
 से भुक्त किया जाता है।

223 / 26/2000  
 9-8-2000  
 Chandrasheel Vidyapeeth  
 1-4-2000

Manager  
 Chandrasheel Vidyapeeth  
 Kanti, Muzaaffarpur, Bihar

228 / 26/2000  
 9-8-2000  
 Principal  
 CHANDRASHEEL VIDYAPEETH  
 KANTI, MUZAFFARPUR (BIHAR)

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 9-8-2000  
 1/4/2000



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WHEREAS, the above named Founder author no.1 namely  
Sri Chandrashekhar Dwivedi after completing his  
educational and technical education of Engineering and  
Technology happened to go to United States of America  
about 25 years ago and since then he along with most  
of his near relatives are residing there being  
engaged in their pursuit. He therefore in due course  
of time has come across peoples of different nationalities  
besides Permanent Citizen of U.S. of different age  
males, females, young, adult and old but he has seen  
all of them living in a way of life quite different from  
that of his own country-India. The people of that place  
of all ages, besides their personal qualities, promptitude  
and endeavour they have great values of time. They never  
waste time, children remain engaged in learning and  
taking education of their choice, have always been trying  
to remain self-reliant and self-dependent and the  
adults have been wishing to do some thing different and  
special in their life ahead. Having seen that sort of  
changed society full of vigour, promise, and hardihood, the  
founders of this trust have got a long standing desire  
for creating a "Trust" for the purpose of alleviating  
human suffering, eradication of illiteracy and poverty  
living in his own country and the state of Bihar and  
imparting of sound education, creating good moral character  
from the very beginning in the life of growing  
children to let them understand the value of time in  
their life, to fill the qualities of promptitude, courage  
attempt and imagination, to choose and to understand  
the value of real education to enter into vocational  
education and training. The children of today may  
grow as full men of quality hale and hardy open-minded  
with vision and imagination free in nature but polite  
brave and courageous mind able to choose their way and  
walk of life. They may be imparted with opportunities  
ultimately for research in science, art and technology  
culture and heritage and they may stand upon their own  
legs and may adopt any pursuit of their likings.

Manager  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

PRINCIPAL  
CHANDRASHEEL VIDYAPEETH  
KANTI, MUZAFFARPUR (BIHAR)

11/4/2000  
Chandrasheel Dwivedi



founded the present Trust.

NOW THIS DEED OF TRUST WITNESSETH and the founder authors hereby declare that the said Trust will hereinafter be named and be called as "CHANDRA-SHEEL EDUCATIONAL TRUST FOUNDATION, KANTI MUZAFFARPUR and will situate in nearby place of Thermal power station Kanti-Muzaffa-pur and its symbolic name will be (CSETF-KANTI) and in future its branches may be located at other place or places as the Trustees may decide from time to time

WHEREAS, the founders have not set apart in favour of the Trust a sum of Rs 1,00,000=00 (one lac) for the present to form as a corpus for the said Trust and a piece of land of an area of two acres fully detailed in schedule appended below for starting an institution for giving education upto class (X +IT) examination standard in consonance with C.B.S.E. Curriculum, The aboe named Trust will be irrevocable.

1) That the founder authors hereby convert themselves in place of trustees and declare that they have renounced the ownership of the land and the amount of money aforesaid in favour of Trust and they further declare that the said two authoris of this trust appoint and declare that the two authoris (1) Sri Chandrashekhar Dwivedi, and (2) Smt. Sheela Dwivedi, shall hold office as Trustees hence forth of the Trust abovenamed for their life.

11) That the successor trustees of the founder trustees will be and might be nominated by the founder authors or by the surviving trustees time to time but as and when ever any of them will vacate or will like to vacate by giving in writing to the permanent trustees or their successors or in case of death of trustees either

  
Manager  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

  
PRINCIPAL  
CHANDRASHEEL VIDYAPEETH  
KANTI, MUZAFFARPUR (BIHAR)

Shri Dwivedi  
11/4/2000  
11/2/2000



P.S. Banjaria East Champaran but after improvement and development in his financial status he purchased land in village Kanti but for his business purpose he periodically lives in U.S.A. holds green card and certificate of Non-resident Indian(N.R.I) and has got every facility of visiting both the countries of Indian and U.S.A. and has got right to bring foreign currency and to get the same exchanged in Indian currency according to his need

That in this way all the five trustees above named including the permanent trustees will form and act hereinafter in a body and they will be called for convenience as "Board of Trustees" of the aforesaid Trust .

Every such appointment in future shall be made by writing under the hand of the person making it out of the permanent trustees according to the rules framed by the said Board.

On an appointment of a new trustee the number of the members of Board of said trustees may be incorporated . All such newly appointed trustee will be appointed with their consent and in writing .

OBJECT & FUNCTION OF THE TRUST .

The aforesaid trust will take up and perform only lawful Purpose in accordance with the aforesaid intention and object of the founders. That for the present the trust will start a school of the name and style of "CHANDRASHEEL VIDYAPEETH " rather the founders are so zealous that they have already started the above named school in which classes are held and being continued upto 8th standard in which students of the adjoining villages and children of employees and workers of Kanti Thermal power station at Kanti and of the resident of the area irrespective of sex, CLASS, creed, cast religion and status , some teachers have already been engaged and all the present expenses of the institution are being fulfilled by the founders as well as by the private donations and offerings from other people .

*Manager*  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

*Principal*  
CHANDRASHEEL VIDYAPEETH  
NTI, MUZAFFARPUR (BIHAR)

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11/10/2000

1/4/2000



that besides above further objects of the trust will be:-

- 1) To open, run, continue an educational institution and vocational school or institution in healthy surroundings at different places in future.
- 2) To engage teachers, professors, instructors technical experts of good moral character conduct and impart efficiently and economically upto date instructions to pupils and students in modern sciences, industrial avocations, in the long run research work intellectual and social studies in order to produce and to grow civic sense in them to become useful citizen.
- 3) To develop a healthy as well as a critical attitude towards the development in mental, physical, and moral uplift of the students as well as all those connected with the institution so as to make them good citizen.
- 4) In the long run to establish and to run a boarding house and residential institution for the students and those connected with such institution:

← To equip the institutions established by the trust with necessary and purposeful library facilities for practical classes of the institution with all necessary instruments and apparatus, and necessary facilities for indoor and outdoor games amenities for the students including their lunch books and others.

To manage and to make arrangement so far the capacity of the trust will permit to help the students of the institution with scholarship and other kinds of help for the brilliant students; and to hold functions, competitions and debates on different subjects in order to develop their inner, mental and physical capacities.

- 5) To invest, to dispose of, transfer and other wise deal with the subject matter if the trust in such manner as the board of the trustees finally will decide, suggest and agree time to time and which they should deem

Shila Dinesh  
114-2000

Shila Dinesh  
114/2000

PRINCIPAL  
CHANDRASHEEL VIDYAPEETH  
MUZAFFARPUR (BIHAR)

Manager  
Chandrasheel Vidyapeeth  
Kailashpur  
Muzaffarpur (Bihar)



### 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		Rs.	2000	Amt. paid by N.J. Stamp Paper -		Rs. 1000
Addl. Stamp duty paid under Municipal Act		Rs.	0	Amt. paid through Bank Challan -		Rs. 33418
		Registration Fee		LLR + Process Fee		Service Charge
FEE PAID	A1	32000 C	0 H1b	0 Ka1	0 Li	0
	A8	0 D	0 H2	0 K1b	0 Liii	0
	A9	0 DD	0 I	150 K1c	0 Mb	25
	A10	0 E	0 J1	0 K2	0 Na	63
	B	0 H1a	0 J2	0 Li	0	0
				TOTAL-	32238	
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -					32418	
Date : 17/02/2010						

Registering Officer

Muzaffarpur Sadar

### Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Wednesday, 17th February 2010 by Chandra Shekhar Dwivedi s/o Sureshwar Dwivedi by profession Agriculture. Status - Trustee

Signature / L.T.I. of Presentant

Date : 17/02/2010

Registering Officer

Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those executants and identified by the person ( identified by Sujit Kumar age .... Sex M son/daughter of Vinod Sharma resident of Sain Tola Brij Lal Rai Ps-Kanti Muz.. ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date .

Registering Officer

Muzaffarpur Sadar

Endorsement of Certificate of Registration under section 60

Registered in Book 4 of DSRO/ SRO Muzaffarpur having 9 pages, in the volume CD 14 and document no. of which is printed on the First Page of the document.

Date : 17/02/2010

Registering Officer

Muzaffarpur Sadar

Token No. 4253 Year - 2010 S.No. 4141

SECRETARY 220

Date No. 298 NIG Bihar

Manager  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

PRINCIPAL  
CHANDRASHEEL VIDYAPEETH  
KANTI, MUZAFFARPUR (BIHAR)



**IRREVOCABILITY :**

The trust and the trust funds shall be irrevocable for all times.

In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, on the day, month and year first mentioned herein above.

**WITNESSES:**

1. Sipth Kumar  
S/o Sri Bined Pd. Sharma,  
Vill+PO - Sain, PS - Kanti  
Dist - Muzaffarpur.  
Date: 17/02/2010.

Chandra Shekhar Dwivedi  
(CHANDRA SHEKHAR DWIVEDI)

Shila Dwivedi  
(SHILA DWIVEDI)  
JOINT SETTLERS OF THE TRUST

2. श्री. शिवधर झा  
बेदरवा (पट्टा) गाँव  
बेदरवा पंचायत समिति  
जिला मुजफ्फरपुर 241001

Deed Writer - Shashi Bhugshan Sharma  
Licence. No - 111/03

Shila Dwivedi  
17-2-2010



मेरे द्वारा स्कैन  
किया गया ।

Shailesh Kumar

कम्प्यु० आप०  
मुज०

Manager  
Chandrasheel Vidyapeeth  
Kanti-843109  
Muzaffarpur, Bihar

Principal  
CHANDRASHEEL VIDYAPEETH  
KANTI, MUZAFFARPUR (BIHAR)



To appoint or make provision for the appointment of any person or persons for the purpose of the administration of the trust in such manner and subjects to such rules and regulations as the Trustees to hold any fund or investment subjects to the provisions of this deed in such manner and subjects to such rules and regulations as the trustees may from time to time think fit.

To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the managements of the affairs thereof and/or running any institution in furtherance of the Trust and otherwise for giving effect to the objects of the trust.

To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscriptions or donations made by them.

To set apart and/or allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the trust.

To join, co-operate or amalgamate this trust with other or others having similar or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.

To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations or trust in India which may have been established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organization or Trustees to start maintain, or carry out such charitable objects.


To settle all accounts and to compromise, compound, abandon or refer to arbitration any action or proceedings of disputes, claim demand or things as deemed proper for such purpose without being responsible for any loss occasioned thereby.

As the Board of Trustees is an apex body to regulate the trust it has all the inherent powers regarding the functioning, management and administration of the trust subject to the limitations, bindings and prohibitions contained in the Trust deed keeping intact the public charitable purpose and basic structure of the trust.

#### AMENDMENTS :

Save and except the clauses on objects, clauses on bindings & prohibitions specifically imposed, amendment to this trust deed may be made only for better management and administration of the trust keeping intact the public charitable purpose and basic structure of the trust by four-fifth majority of its total strength at a special meeting convened for the purpose. Any Resolution so passed and signed by all the consenting trustees shall be conclusive evidence as to the amendments made and shall be binding on the trust and on all the trustees.

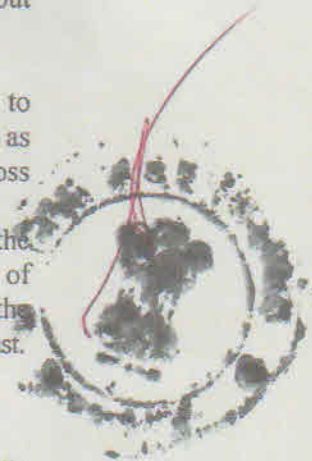
  
**Manager**  
 Chandrasheel Vidyapeeth  
 Kanti-843109  
 Muzaffarpur, Bihar

  
**PRINCIPAL**  
 CHANDRASHEEL VIDYAPEETH  
 KANTI, MUZAFFARPUR (BIHAR)

*Archives*  
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17-2-2016





Chandra Shekhar Dwivedi, both resident of Kanti Kasva, P.O. & P.S.- Kanti, Sub-Division - Muzaffarpur and also residing periodically at 209, WoodGlen Lane, Oak Brook ILLINOIS, U.S.A. both hereinafter referred to as "THE FOUNDERS/ SETTLORS /AUTHORS" of the first part.

AND

**CHANDRASHEEL EDUCATIONAL TRUST FOUNDATION** represented by its Trustee **Sri CHANDRA SHEKHAR DWIVEDI**, Son of Late Sureshwar Dwivedi, resident of Kanti Kasva, P.O. & P.S.- Kanti, Sub-Division - Muzaffarpur (West), District- Muzaffarpur, authorized by the Board of Trustees to accept this complimentary and rectification Trust deed in their meeting held on date 20-05-2010.

WHEREAS the settlers declared a Trust and the Trust deed was registered at Sub-Registrar Office, Muzaffarpur on 1<sup>st</sup> April, 2000.

AND WHEREAS the trustees resolved to take financial assistance from banks / financial institutions but the banker pointed out that there is no clause in the Trust deed regarding authority of the Trustees to take loan from Banks or Financial Institutions. Taking of loan is ancillary and incidental to the attainment of main object of the Trust and hence there is no bar on taking loans from Banks/ Financial Institutions. Apart from the loan clause specific mentions of different administrative matters are lacking in the Trust Deed which requires supplementation. It was thought expedient to supplement the following clauses in the trust deed by this covenant to avoid any difficulty in future.

In case any clause hereby supplemented derives any contradictory meaning and are different from the original trust deed dated 1.4.2000, the provisions of old original Trust deed shall prevail.

**INSERTION OF A SUB-CLAUSE AT PAGE-10 AFTER THE HEADING "POWER AND DUTIES OF THE BOARD OF TRUSTEES"**

At the end of the Clauses under the heading "POWER AND DUTIES OF THE BOARD OF TRUSTEES" following new paragraphs / clauses be inserted:

**To open account** with any Bank or Post-Office in the name of the trust and/or in the name of the said educational institutions or other establishments and/or otherwise as may be decided by the founder trustees from time to time and to operate such account and to give instructions to the bank or post office from time to time as the founder trustees may think necessary.

**To borrow** or raise money from Banks, Financial Institutions, other organizations and individuals to carry out the main objects of the Trust and to secure payments of moneys so borrowed by way of mortgage, hypothecation and pledge etc. of the property of the Trust and also to lend money either with or without security.

  
**Manager**  
**Chandrasheel Vidyapeeth**  
Kanti-843109  
Muzaffarpur, Bihar

  
**PRINCIPAL**  
**CHANDRASHEEL VIDYAPEETH**  
KANTI, MUZAFFARPUR (BIHAR)

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*Dwivedi*  
17/2/2010

*Sri Chandra Dwivedi*  
17-2-2010



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To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the trustees to make such borrowings on such terms and conditions as they may in their absolute discretion think fit.

To apply to the government, public bodies, urban, local, municipal, district, and other bodies, corporation, companies, or any other Non-Governmental organization in India or outside India and to accept grant of money and of aid, donations gifts, subscriptions and other assistance with a view to promote the objects of the Trust and to discuss and negotiate with the government, public and other bodies, corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper conditions upon which such grants and other payments may be made.

To transfer all or any part of the property, assets, liabilities and engagements of this trust to any on or more of the trust, societies, institutions or associations with which this Trust is authorized to amalgamate.

To transfer and hand over the trust to any other society, corporation, institution, trust or organization of public charitable nature having similar objective on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the society, corporation, institution, Trust or organization with the power, provision, agreements and declarations, appearing and contained in these presents subjects to such modifications as may be necessary and consequent to such transfer of the trust fund. The Trustees for the time being of these presents shall become discharged from the trust hereof relating to trust funds so transferred.

The trust may be dissolved by 3/4th. majority of the total strength at a special meeting convened for the purpose. If upon the dissolution of the trust there remains after satisfaction of all its debts and liabilities any property, whatsoever, the same shall not be paid to or distributed directly or indirectly to trustees or their relatives but shall be given to or transferred to some other society or fund or trust, to be determined by 3/4th majority in the event of any dispute arising among the trustees the adjustment of its affairs shall be referred to the Principal Court of Original Civil Court Jurisdiction of the district in which the office building of the trust is situated, and the court shall make such order in the manner as it shall deem requisite.

To let out, demise any property comprising in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.

To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.

  
**Manager**  
 Chandrasheel Vidyapeeth  
 Kanti-843109  
 Muzaffarpur, Bihar

  
**PRINCIPAL**  
 CHANDRASHEEL VIDYAPEETH  
 KANTI, MUZAFFARPUR (BIHAR)

Accepted  
 17/2/2010

Swiln Dwivedi  
 17-2-2010

