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of the same place and by rotession Gantin Service

 Shri Umakanta Mohapatra, aged about 67 years, S/o. – Late Managovinda Mohapatra, of Village/Po. – Sunguda, P. S. – Badachana, Dist. – Jajpur (hereinafter referred to as the Trustees) of OTHER PART

Whereas the Settlors are the recorded owners in possession of the lands and properties morefully described in the schedule below (hereinafter referred to as the Trust Property;

# SCHEDULE OF PROPERTY

Dist. - Jajpur, Tahasil - Darpan, Mouza - Sunguda

Khata No. 192, Plot No. 837, Area 2.00(two) Acre out of 2.34 Acre

## AND

Whereas the Trust Property is intended to be utilized for spreading and promoting education and to undertake other philanthropic and welfare activities relating to health, sanitation, environment etc. in the State of Orissa and for the said purpose the settlors have consciously come to a conclusion and unanimously resolved and decided that the Trust Property be managed by the Trust herein created in the name and style of "Mahavinayak Educational and Welfare Trust" (hereinafter referred to as "The Trust");

## AND

Whereas the settlors now dedicate the trust property to be managed by the Trustees of the Trust, who have duly consented to do the same;

### AND

Whereas the settlers being the absolute owners in possession of the Trust Property do hereby declare that the said Trust Property hereinafter belong to "Mahavinayak Educational and Welfare Trust" represented by its Trustees and in pursuance thereof, the settlers hereby transfer and convey unto the Trustees of the Trust the said Trust Property free from all encumbrances together with all lands, buildings structures, trees, shrubs, rights and easements and all the right, title and interest of the settlers in the said property to hold the same unto and to the use of the Trustees upon Trust for the purpose of "Mahavinayak Educational and Welfare Trust".

## AND

Whereas the said trustees are desirous of getting themselves registered under the India Trust Act, 1882 for the effective achievement of the various purposes and operatives of the present trust.

SUJATA MOHAPATRA
PRINCIPAL
DU PUBLIC SCHOOL
Chandikhol Chhak, Sunguda JAJPUR

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Now this Deed of Trust witnessth as Follows :

Name of the Trust

Mahavinayak Educational and Welfare Trust (in short "MV Educational and Welfare Trust")

Location of the Trust 2.

At/Po. - Sunguda,

Via ~ Dhanmandal, P.S. ~ Badachana

Jajpur - 754 024

Orissa

3. Office of the Trust

# **HEAD OFFICE:**

At/Po. - Sunguda,

Via – Dhanmandal, P.S. – Badachana

Jajpur - 754 024

Orissa.

## **BRANCH OFFICE:**

B/63, BDA Duplex Colony,

Baramunda, Bhubaneswar - 751 003

Orissa.

#### 4. AIMS AND OBJECTIVES

- i. To promote education and social services by inculcating the ideas of doing social activities in the mind of youth.
- ii. To organize people doing aid activities for distress people affected by natural calamities, disasters, accidents and the like.
- To do philanthropic activities relating to education, environment, iii. health, medicine and sanitation.
- iv. To open, run and continue educational and/or vocational schools. polytechnics, colleges or institutions in the field of science, engineering, management, medicine, health, biotechnology and social science for the benefit of unprivileged sections of the society, mainly in rural areas.
- To open, run and continue Residential or Boarding Schools and Col-٧. leges for the deprived sections of the community.
- To open run and continue schools, study centres, admission cum vi. information centres of State and Central universities, deemed universities, foreign universities as well as reputed private universities, to provide, education at the doorstep for the deprived students.
- To open, run and continue vocational training centres, industrial trainvii. ing institutions and knowledge centres as well as coaching centres in order to provide educated, informative and skilled manpower to the society.

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DU PUBLIC SCHOOL Chandikhol Chhak, Sunguda JAJPUR

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- Viii. To open, run and continue consulting centres, to provide consultancy service on engineering, biotechnology, IT, Health and Education.
- ix. To organize health camps, seminars, meetings and road show dealing in health, hygiene and education.
- X. To engage teachers, lecturers, professors, instructors, experts and assistants of good moral character and conduct and give up-to-date instructions in the respective fields.
- xi. To establish and run publishing house and publish books, journals, periodicals, newspapers and magazines to educate people.
- xii. To generate a human feeling among the person of different communities including the spirit of national integration.
- xiii To open, fund, establish, promote, set up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or running schools, colleges, lecture halls and other establishments or institutions for advancement of education and of knowledge in arts, science, literature, humanities and all other useful subjects in all their manifestations.
- xiv. To grant, pay or give scholarship, stipends, prizes awards, rewards, allowance and other financial assistance or help in cash or kind to students with a view to helping them in prosecuting their studies in schools, colleges, educational institutions, technical institutions, art schools, institutions teaching commercial and other arts including teaching of cultural arts or other training research or educational works in India or abroad.
- xv. To renovate or to repair any such temple, mosque, gurudwar, church, or other places which is notified by the central government in the official gazette to be of historic, archeological or artistic importance or to be a place of public worship or renown through out any state or states.
- xvi. To spend any portion of corpus or the income of the trust fund for purchasing any land or constructing any building or buildings for and in the name of the trust for the purpose of carrying out promoting and/or executing any or all the objects of the trust.
- xvii. To set up medical/dispensaries in homeopathy, ayurvedic, naturopathy, allopathic systems for poor in rural and urban areas.
- xviii. To promote and work with electronic media/news papers/information technology etc. for social awareness and development

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SUJATA MOHAPATRA
PRINCIPAL
DU PUBLIC SCHOOL
Chandikhol Chhak, Sunguda JAJPUR

Chairman
MV Educational and Welfare Trust

### 5. BOARD OF TRUSTEE

- i. The Original trustees of the Trust (collectively referred to as the Board of Trustees) on execution of this deed of Trust shall be the founder members of Board of Trustee to this deed namely;
  - a. Shri Dhaneswar Mohapatra
  - b. Shri Umakanta Mohapatra

The above persons shall be trustees for life unless they voluntarily demit office.

- The trust shall be managed by the Trustees and every decision shall be taken unanimously as far as practicable or by majority.
- iii. The trust shall have a managing Trustee and such other office bearer as may be decided by the Trustees for the smooth management of the Trust.
- iv. The above named trustees may co-opt additional Trustees by unanimous agreement. No person shall be appointed as an additional trustee if he does not possess the eligibility as per the norms prescribed under the Indian Trust Act, 1882. The additional trustees shall hold the office at the pleasure of the founder member of the Trust.
- v. Whenever a vacancy arises in the Board of Trustees by reason of death, resignation or otherwise, the vacancy shall be filled up automatically by all the legal heirs in the male line of the Trustee, on whose death, resignation or retirement as the case may be, the vacancy arose unless his legal heir(s) refuses in writing to become a trustee.
- vi. Any trustee can voluntarily demit the office of Trust ship by conveying his intention to do so in writing to the managing Trustee and such communication shall be placed before the Board of trustees for its consideration and acceptance.
- vii. A trustee shall be removed from his office by a resolution to be signed by at least two third of the total number of trustees, if he acts in any manner prejudicial to the interest of the trust. However, under no circumstances the above named founder members can be removed from the Trust.

6. MANAGING TRUSTEE

- i. The original settlors named above shall jointly be the Managing Trustee for life. After they breath their last, the Board of Trustees shall elect one of the Trustees as Managing Trustee, who shall hold the office at the pleasure of the Board of Trustee.
- ii. The managing trustee shall be vested with the powers to carry out the day to day administration of the Trust and also have the powers of management of the Trust for and on behalf of the Board of Trustee.
- iii. Sign all documents and represent the Trust before any authority and sue in such capacity for and on behalf of the Trust.

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PRINCIPAL
DU PUBLIC SCHOOL
Chandikhoi Chhak, Sunguda JAJPUR

# MEETING OF THE TRUSTEES

- The trustees may meet as often as may be necessary and record the proceedings in Minutes Book incorporating the decisions/resolution taken in the meeting in regard to the matters in which the affairs of the Trust are to be conducted. The matters with particular purpose or purposes for which the trust properfies and moneys may be spent or invested from time to time will be discussed in the meeting of the Board of Trustee and the decision/resolution taken in the meeting will be recorded in the minute book of the Trust.
- ii. The quorum for meeting of the Board of Trustee shall be one third of the total number of trustees.
- iii. The Managing Trustee shall act as Chairman and preside over the meetings of the Trust Board. In the absence of the Managing Trustee at any time, the Trustees present may elect one from among themselves as the Chairman of that meeting.
- iv. In any resolution to be passed touching the matters connected with the Trust, the opinion of the majority shall prevail. In case there being equality of votes, the Chairman of the meeting has a casting vote for the purpose of deciding the issue.
- Any resolution by circulation to the Board of Trustee for the time being and passed in circulation shall be as effective as one passed at a duly constituted meeting of the Board, provided a majority of the Trustees for the time being give their consent to the resolution by circulation. The text of the resolution passed by circulation shall be recorded in the minutes of the meeting of the Board of Trustee held immediately after passing of such resolution by circulation.

#### 8. **POWERS OF THE BOARD OF TRUSTEES**

- Receive on behalf of the Trust such contributions, donations and aifts in the form of cash or movable and immovable properties voluntarily from the members, outsiders and from State and Central Govt. and other organizations of the Country and abroad.
- Invest the money received by the Trust in such manner as they may ii. deem fit, in Bank Deposits, Corporate Deposits and other securities.

It is hereby specifically declared that the Trustees shall have powers to invest money of the Trust in shares, debentures and other corporate securities not withstanding the fact that such securities are not declared as Trust Securities under Section 20 of the Indian Trusts Act, 1882.

Provided further that the amount invested in such corporate securities shall not exceed 40% of the total corpus at any given point of time.

DU PUBLIC SCHOOL

Chandikhol Chhak, Sunguda JAJPUR

- iii. Convert, call in, sell or otherwise dispose of or dispense with any of  $\dot{\gamma}$ the investments, movable or immovable properties of the Trust and reinvest or change the nature of investment contained therein.
- Borrow money or raise loans from Banks, Financial Organizations, iv. Co-Operatives and other lending Organizations inside and outside the State and from abroad either by mortgaging the trust properties or otherwise for the purpose of carrying out the objects of the Trust.
- Open and operate Bank Account or Account(s) in any Bank. Any ٧. such account or accounts shall always be operated either/or - or jointly by trustees to be nominated by the Board of Trustee.
- Vİ. Delegate any or all their duties and powers to such other person(s) as they may deem fit
- Pay for expenses for administering the Trust and fulfilling the purvii. pose of the Trust.
- viii. To do such other lawful acts and things, which are incidental in carry- : ing out the administration and management of the Trust.
- ix. Frame Rules, by-laws or Regulations as to the day to day administration or management of the Trust, and also regarding duties and responsibilities of the trustees for carrying out the purposes of the Trust and also regarding the appointment of committees and subcommittees, their duties and obligations and all such other matters connected with or relevant to the Trust and its administrations.

#### 9. **CUSTODY OF DOCUMENTS**

The Managing Trustee or his nominee or any other Trustee, if so authorized by the Board of Trustees shall be the custodian of the documents. He shall be responsible for the preservation of Deeds of Title regarding the Trust properties and Investment, Books of Accounts and other records relating to the Trust. Each member trustee will, however, have access to inspect the records with the permission of the Managing Trustee.

#### 10. **FUNDS**

- The preliminary fund of Rs. 2000-00(two thousand) will be contribi. uted equally by the settlors.
- Funds donated or to be donated by the Settlors and the Trustees. ii.
- iii. Income from the properties of the Trust.
- Income from investments and loans made by the Trust. iv.
- Contributions, donations, gifts received from outsiders, non-govt ٧. organisations, foreign agencies state and central govt. etc.

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# ADVISORY BODY AND COMMITTEE

For proper and efficient administration of the Trust and for the furtherance of the purposes of the Trust.

- The Trustees may appoint experts and advisers and avail services and advices to fulfill the work of the Trust and incur necessary ex-
- The Board of Trustee may appoint committee or committees and entrust with them the powers to execute or administer the project undertaken by the Board while carrying out the purposes of the Trust and incur necessary expenses there for.

## EXCLUSION OF THE SETTLOR AND IRREVOCABILITY 12.

It is hereby specifically declared that all the trust property and income thereof shall be used only for the purpose as specified in this Deed of Trust. They hereby declare that they have reserved no benefit for themselves and further declare that this is an irrevocable Trust.

#### 13. GENERAL

- i. The provisions of the Indian Trust Act, 1882 shall apply to this Trust, in case where this deed of trust does not make any express provision there for.
- Subject to as aforesaid, the trustees shall have powers from time to ii. time to make and alter or amend the Rules and regulations made with regard to conduct the Business of the Trust and all matters in respect of which power or duty is hereby vested with them as they think proper. Such amendment(s) has to be placed before the meeting of the Trust Board and be approved by two third members of the Trust Board.
- No remuneration or salary shall be paid to the trustees for their noble III. services. ISTERATION ATALL
- Proper Books and Accounts shall be maintained for the Trust which iv. shall be regularly audited by a Chartered Accountant and placed before the Board of Trustee for approval.

The Trust shall have a common seal and shall bear the inscription to be decided by the Board of Trustee and shall remain in the custody of the managing Trustee.

The official year of the Trust shall be the financial year i.e., 1st April to 31st March of a calendar year.

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MV Educational and Welfare Trust



14 The "Mahavinayak Educational and Welfare Trust" is of perpetual succession so long as the sun and moon exists in the Universe

If the Trust fails for any reason in the opinion of the trustees, the net assets of the Trust both movable and immovable shall be handed over to any other charitable Trust having the same objectives as that of this Trust as shall be decided by two third majority of the total membership of Board

In witness whereof the Settlors hereunto put his hand this day of

APTIC 1914 \$ 2006

Cemananta Mahapatra SETTLORS 19. 4.06

WITNESSES

1. Prixwajit Mohapation Vii / Ni Sunguda Via Shanmandol. Tajper

2. Rabindra Dalla

Dia Certial Neatalinagan

Drafted and typed by me.

(Harekrishna Satpathy) Advocate, Orissa High court.

**PRINCIPAL** DU PUBLIC SCHOOL Chandikhol Chhak. Sunguda JAJPUR



# Deed of Lease of Land with Forfeiture

# Clause and Covenant for Renewal

The Lease is made the 229 day of November 2010 between Sri Dhaneswar Mohapatra, S/o Late Harekrishna Mohapatra aged about 72 years, Managing Trustee, Mahavinayak Educational and Welfare Trust At: Chandikhol Chhak, Po: Sunguda, Dist: Jajpur, Pin: 754024 (hereinafter called 'the Lessor") of the one part and DU Public School At: Chandikhol Chhak, Po: Sunguda, Dist: Jajpur Pin: 754024 (hereinafter called 'the Lessee") of the other part, Witnesses as follows:-

In consideration of the rent hereinafter reserved and the covenants and conditions hereinafter contained to be observed and performed on the part of the lessee the lessor does hereby grant, transfer, demise by way of lease to the lessee ALL THAT piece or parcel or parcels of land described

I fin the scheduled below TO HAVE AND TO HOLD the same

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DURING SCHOOL





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unto and to the use of the Lessee for the term of 30 years commencing from the 19th April 2006 at the annual rent of Rupees Hundred. (One Hundred Only)

2. The Lessor has already put the Lessee (DU Public School) in possession of the said land on the said day of 19th April 2006. Whereas the Lessor is the exclusive owner of land measuring Acre 2.00( 8097.6 sq.mt.) Village/ Mouza: Sunguda, Tahasil-Darpan, Dist: Jajpur, Khata No: 192, Plot NO: 837 Area 2.00Acre out of 2.34 Acres.

East: NH-5

West: One Pond

North: Narayan Mohapatra

South: Sukadev Sahoo

And Whereas the Lessee has agreed to take a lease of the said land from lessor for period of 30 Years for construction of a building named as DU Public School.

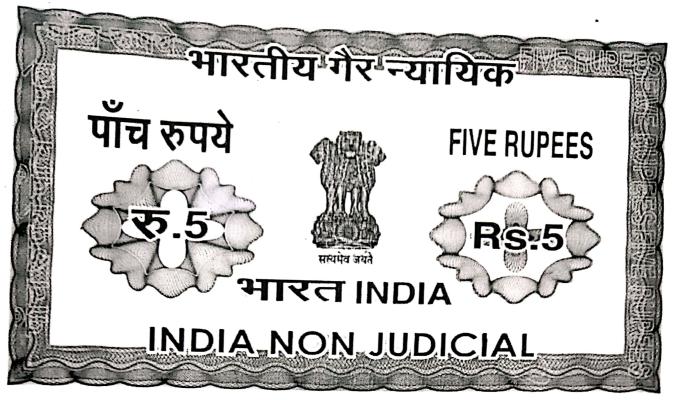
3. The lessee shall not use and occupy the said land for any purpose other than DU Public School.

MV Educational and Welfare Trust

DU PUBLIC SCHOOL

Chandikhol Chhak. Sunguda JAJPUR





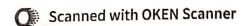
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The Lessee shall not, except with the consent in writing of the Lessor first had and obtained assign, underlet or part with the possession of the land or any portion thereof or of the structures to be constructed thereon or any portion thereof which consent the lessor may at his absolute discretion withhold.

5. That if the Lessee shall pay the rent punctually and regularly and duly observe and perform the conditions and covenants herein contained and apply in writing to the landlord not less than three months prior to the expiration of the term herein reserved for renewal of the lease, the lessor shall then and in such an event grant to the Lessee a new lease of the said land for a further period of 30 years on the same terms and conditions as are herein contained except the covenant for renewal and subject to such variations as may be mutually agreed.

DU PUBLIC SCHOOL Chandikhol Chhak, Sunguda, JAJPUR

MV Educational and Welfare Trust









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IN WITNESS whereof.

the parties put their hand IE, 2816 day & Jamu cry 2011

Signed, sealed and Delivered

Sujah Whepel

The scheduled above referred to

Ninwiger Mohapah

MV Educational and Welfare Trust

DU PUBLIC SCHOOL Chandikhol Chhak, Sunguda JAJPUR

Drangerer Mehopohi

HTPO: Sunguage Lessor:
Tajpur 754024. On behalf of DU Public School

Sugala Mchapaha

2. April Berik 1 1811 10 gail

Lessee: Manager

DU Public School

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1/29/2011





# Endorsement of the certificate of admissibility

Admissible under rule 25 duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899. Schedule 1-A No. 35(a) Fees Paid. A5(a) 8 .. User Charges 200 . Total 208

Date: 28/01/2011

## Endorsement under section 52

Presented for registration in the office of the Sub-Registrar BARACHANA between the hours of 10 30 AM and 02 30 PM on the 28/01/2011 by DHANESWAR MOHAPATRA, son/wife of LATE HAREKRUSHNA MOHAPATRA of CHANDIKHOL CHHAK, by caste General, profession Others and finger prints affixed.

Theranar Municipatri

Signature of Presenter / Date: 28/01/2011

# Endorsement under section 58

Execution is admitted by :

Name	T		
	Photo	Thumb Impression	Signature
DHANESWAR MOHAPATRA		742582	Oherman Johnson
UJATA MAHAPATRA		498749	Supta Munto

Identified by BISWOJIT MOHAPATRA Son/Wife of UMAKANTA MOHAPATRA of SUNGUDA JAJPUR by profession Cultivation

Photo Thumb	
BISWOJIT MOHAPATRA	Signature  A way or Many dai

Date: 28/01/2011

Signature of Registering officer

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Endorsement of certificate of registration under section 69

Registered and true copy filed in : BARACHANA

http://igrorissa.gov.in/Admin/DSR/Endorsement/

MV Educational and Welfare Trus!

DU PUBLIC SCHOOL

Chandikhol Chhak, Sunguda JAJPUR

