

4618

TV-13



बिहार सरकार

अवर निबंधन कार्यालय, झंझारपुर

दिनांक 09/11/2011 को श्री/श्रीमती Kuntal Priya निबंधन तथा  
 निबंधन हेतु उपस्थापित किया गया। इसमें रु० 1000/- मुद्रांक शुल्क एवं रु० 930/- निबंधन तथा  
 अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेखाकारियों से इसका  
 निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगलियों के निशानों एवं हस्ताक्षर  
 पीछे अंकित है। इसे दस्तावेज सं० 13 के रूप में पुस्तक सं० 4 की जिल्द सं० 1 के पृष्ठ सं०  
 106 से 121 तक CD 1 में आज निबंधित एवं कुल 16 पृष्ठों में संघारित किया गया।

Deed Accepted and  
 Read The Documents  
 Nagesh K.R. Mishra  
 9.11.11 167

यह दस्तावेज

Date : 09/11/2011



(Chief Narayan Rai)  
 निबंधन पदाधिकारी

**TRUST DEED OF "PURANDAR JHA EDUCATIONAL & SOCIAL WELFARE CHARITABLE TRUST" UNDER INDIAN TRUST ACT, 1882.**

This DEED OF TRUST executed on the 9th day of November, 2011 Between- Sri KUNTAL PRIYA S/O Sri PURANDAR JHA, of village & P.O. Bhojpandaul, P.S. Bisfi, Block-Bisfi, District- Madhubani, herein after called the settler (which expression shall, wherever the context so admits or requires be deemed to include his survivors, heirs, executors, administrators, successors, legal representative and assignee) of the FIRST PARTY; and

- (1) Sri Krishna Kumar Jha S/o Sri Ganesh Jha, village & P.O. Basauli, Via-Keoti Runway P.S. Rahika, District Madhubani...
- (2) Sri Arun Kumar S/o Late Gangadhar Kumar of Village-Faterpur, P.O. Basuara, P.S.- Madhubani, District- Madhubani..
- (3) Sri Nagesh Mishra, S/O Late Alik Narayan Mishra Vill- Navnagar, Po- Rudrapur, Dist- Madhubani
- (4) Sri Binod Kumar Choudhary, S/O Sri Bhogendra Choudhary, Vill & Po.- Kakroul, PS- Rahika, Dist- Madhubani

hereinafter called or referred to as Trustee (which expression shall wherever the context so admits or requires, be deemed to include their survivors, heirs, executors, administrators successors, legal representatives and assignee) of the SECOND PARTY.

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Trust Deed Executed and Read  
 9/11/11  
 167  
 Deed Accepted  
 (Arun Kumar)  
 9/11/11  
 Executed and Read the Documents  
 9/11/11  
 167



Serial No : 58  
Token No : 4630  
Type & Status  
of Party

Deed No :  
of 2011  
Name of Party

Phcto    Thumb    Index    Middle    Ring    Little

Signature of Party  
Krishna Kumar Jha  
Krishna Kumar Jha



Signature of Party  
Arun Kumar  
Arun Kumar



Signature of Party  
Binod Kumar Chaudhary  
Binod Kumar Chaudhary



Signature of Party  
Nagesh Mishra  
Nagesh Mishra



Self  
Signature of Party  
Kuntal Priya  
Kuntal Priya



Signature of Party  
Kuntal Priya

Identifier  
Signature of Party  
Shambhu Nath Jha  
Shambhu Nath Jha



Signature of Party  
Kuntal Priya  
09/11/11

09/11/11  
09/11/11  
09/11/11

2

169  
Nagesh Kr. Mishra  
9.11.11

WHEREAS the SETTLER is desirous of establishing a Trust for public charitable.

And whereas the trustee have at the request of settler agreed to act as the first trustee of these presents as testified by their both parties to and executing these presents.

AND WHEREAS it is necessary to declare the objects and terms of the public charitable Trust, being constituted under these presents.

NOW THE INDENTURE WITNESSETH AS FOLLOWS:-

1. That in order to effectuate his aforesaid desire, the settler has set appear and handed over to the trustee a sum of Rs. 11,000/- (Eleven thousand) hereinafter called the "Trust Fund" which expression shall include cash and any other property or investment of any kind whatsoever in to which the same or any other property or investment of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired, invested or wasted time to time or which may be acquired by virtue of these presents or by operate of law or other wise whosoever in relation to these presents and the trustee shall hold and stand possessed of the same upon the trust objects to the powers, provision, agreement and declaration herein contained.

2. NAME:- The Trust hereby created shall be called or known as PURANDAR JHA EDUCATIONAL & SOCIAL WELFARE & CHARITABLE TRUST. The Trustees may change in it if they mutually so decide in future.

3. OFFICE:- The registered office of the trust shall for the present be situated at Bhoj Pandaul, P.O.-Bhojpandaul, P.S.-Bisfi, Dist.-Madhubani or at such other place or palces as the trustees may decide from time to time.

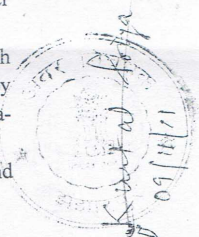
4. AREA OF OPERATION :- The operational area of the Trust shall be whole Bihar and it may be extended to whole India or can be reduced as the trustee may decide.

5. OBJECTS OF THE TRUST :- The objects of the trust are to :-

Contd...Page(3)

9.11

Deed executed  
9/11/11



Read the Documents  
Arjun Kumar  
9/11/11  
Signed by Arjun Kumar  
09.11.11



121  
Nigesh Kr. Mishra  
9.11.11

- 5.1. Establish, run, develop & management of Hospitals, Medical Colleges, Pharmacy & Dental College, Nursing Institutions, dispensaries, Maturity Homes, technical or non-technical institutions, management Institutes, Child or Women welfare entries and or such similar Institution in India for the benefit and use of the general public.
- 5.2. Establish, run, develop & management assest and support, school, college Library, Readynorms Laboratories or centres for use of the students and the staff and also for the developments and advancement of Education and diffusion of knowledge amongst the public in general .
- 5.3. Establish, maintain and no studentship, scholarship and render other kind of act to student including supply of books stipends, Medical and other incentives to student without any distinction as the clerk colour, race, creed or sex.
- 5.4. Promote, esablish, support maintain or grant aid to institutions for the promotion of science literature, music, drama and fine arts for the preservation of historical monuments and for the reasearch and at her Institution in India having formal object for the benefit of the public in general.
- 5.5. Establish and develop Institutions for the physically handicapped and sisable or mentally retarded persons and to provide them education food clothes or other help.
- 5.6. Grant relief and assistance to the needy , victims during natural clamites such as favick, earth-quake, flood, fire, pestilence etc and to give donations and assistance to Institutions establishments or persons engaged in such relief work.
- 5.7. Promotion & expressions of Handicrafts, welfare and protections or consum ers, right, self half Group of men and women for their development and socio, Economic charge, check of atrocities aganist women and children, Eradication of child labour problem and rehabilitation of bound labour.

Dr. D. D. Chakrabarti  
21/11/11

Kuntal Prige  
07/11/11

Prinod Kr Chaudhary  
09.11.11

Moun Kumar  
07/11/11

Dr. 11



17  
Nagesh Kr. Mishra  
9.11.11

- 5.8 Promote and organise or implement activities for the promoters of horticultures, social forests & forest expansion and to promote the activities to save the environment from pollution.
- 5.9 Promote and execute activities like sanitaris, water supply, rural health, construction of road and other for rural reconstruction whenever necessary.
- 5.10 Promote produce, sale and advertise Khadi products and village Industry as approved by Khadi and Village Industries Commission.
- 5.11 Undertake all acts deed and connected with incidental to and girmant to the aforesaid objects.
- 6. FUNDS FOR THE TRUST :-

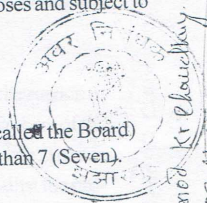
Binod Kumar Choudhary  
09/11/11

The assets, together with all further donations and contribution in any shape of form made to the said Trust from time to time, and the rents, property and income thereof and the stocks funds and properties representing the same shall be held by the Trustees upon for the objects and purposes and subject to power and provisions hereinafter set-out.

Kuntal Priya  
09/11/11

7. BOARD OF TRUSTEES :-

The Trust shall be vested a Board of Trustee (hereinafter called the Board) which shall consist of not less than 5 (five) and not more than 7 (Seven), the first trustee constituting the Board are :-



- (1) Sri Krishna Kumar Jha - Chairman,
- (2) Sri Kuntal Priya - Secretary
- (3) Sri Arun kumar
- (4) Sri Nagesh Mishra
- (5) Sri Binod Kumar Choudhary

Binod Kr Choudhary  
09/11/11

The Board of Trustees shall have one chairman. The first Chairman of the Board will be Sri Krishna Kumar Jha and he will control as the Chairman of the Board during his pleasure and shall not be liable to be removed.

Arun Kumar  
09/11/11

The term of all other trustees shall be of three years.

09/11

Besides the life time Chairman amongst the Trustee one of them shall elect one of the Secretary amongst the trustee and the Secretary so appointed and or Elect will hold such period as may be determined unit the Secretary so elected as aforesaid during life time or so long as he is a trustee or investment for the time being representing the same.

7.2 The first trustee constituting the Board shall have the power to increase the strength of the Board by appointing thereto one or more persons on the recommendations of Chairman, whether on the same occasion or on different occasion as Trustee of Trustees but the total number of persons constituting the Board shall at no time exceed seven.

7.3 In the event of vacancy in the office of Chairman, the Board shall elect a Chairman from amongst themselves.

7.4 If any of the trustees shall desire to retire, refuse of became in capacitated to act as a trustees of the benefit of insolvency law, then and every such cases, there shall be vacancy in the Board.

7.5 A trustee may be removed from the office for misconduct or for obstruction of the trust by a Insolution adopted and two-third majority of the members of the Board present and voting at a meeting specially called for the purpose. Trustee affected shall be given reasonable opportunity to show-cause against the proposed action.

7.6 Vacancies in the Board may be filled by the remaing trustees at a meeting called for the purpose, casual vacancies in the Board may be filled in the manner aforesaid for the unexpired post of the terms of the Trustee causing the vacancy . A retiring trustee shall be elegeble for re-election.

7.7 Right & Duties of the Chairman.

The Rights & Duties of the President of the Board of Trust shall be as follow :-

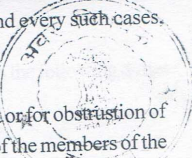
*(Signature)*  
Nagesh K.V. Pillay  
9.11.11

*(Signature)*  
9/11/11

Kuntal Singh  
09/11/11

*(Signature)*  
09.11.11

*(Signature)*  
09/11/11



*(Signature)*



- (a) To presides over all the members of the Board and General meetings of the Trust.
- (b) To exercise the power of casting votes in case of equality of votes in any meeting.
- (c) To represent the whenever necessary.
- (d) To Stop or adjourn or postpone discussion or any debutable subject or agenda under special circumstances and need.
- (e) To do all other duties and excuses right that all incident to the office of the president.

177  
 Rajesh K. Mishra  
 9/11/11

9/11/11  
 Rajesh K. Mishra

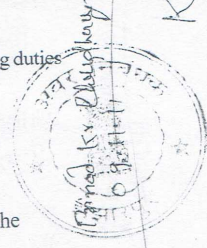
RIGHTS & DUTIES OF THE VICE-CHAIRMAN.

In absence of the President the Vice-President shall have all the right and duties to perform all the duties of the President in the best interest of the Trust.

RIGHTS & DUTIES OF THE SECRETARY

The Secretary shall have the following persons to perform the following duties subjects to the Board of Trust.

- (a) To charge all administrative & executive work of the Trust.
- (b) To receive and conduct and /or reply all correspondence in the name of the Trust.
- (c) To issue the circulate all notices reports and other necessary papers to all or nny of the members of the Trust.
- (d) To maintain all records as required by the charity commissioner or the Govt. authority and submit return etc. and deal with them as may be expedient.
- (e) To receive all legal notices on behalf of the Trust and take all neces-



Kuntal Prinja  
 09/11/11

Arjun Kumar  
 9/11/11

11

129  
Nagesh K. Mishra  
9.11.11

sary steps necessary for working of the Trust and for protecting the interest and objects of the Trust.

- (f) He shall be incharge of all the properties of the Trust and keep necessary records and to preserve the and array safe custody of the important documents.
- (g) To authorise payment of any expenditure necessarily incurred for carrying out the work of the Trust.
- (h) To appoint or dismiss Employees as necessary for the work of the Trust.
- (i) To act within guideliness given by the Board of Trustee from time to time and shall bring to the notice of the Board, all important members and take actions according to the advice of the Board.
- (j) To represent the Trust wherever necessary.
- (k) To call meeting of the Trust and Board of Trustee and keep accurate minutes of all meeting approve them in the next meeting .
- (l) To perform all other duties exercise all other persons that are incidental to the office of the Secretary.

Pravin Kumar  
9/11/11

Kuntal Singh  
09/10/11

Prakash Chaudhary  
09/11/11

RIGHTS AND DUTIES OF THE TREASURER

The treasurer shall have the following rights and duties.

- (a) To collect all dues and subscription from the members.
- (b) To maintain the account of the Trust and shall place the annual account before the Board of Trustees and Annual General meeting of the Trust every year.
- (c) To make all payment authorised by the secretary or the President or by both or by person who have been specifically authorised by the Board to make such payment.

Arun Kumar  
9/11/11



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RIGHTS AND DUTIES OF THE CO-TREASURER

Co-Treasurer shall have to assist the treasurer in respect and shall act as Treasurer in his absence.

- 7.8 The quorum for the members of the Board shall be 1/3rd of the then existing members.
- 7.9 The Board may meet as often as necessary and in any event not less than twice in a calendar year.
- 7.10 Decision at the meeting of the Board shall be taken by a vote of the majority of the Trustees present. In case of equality of vote the Chairman of the Board shall have a second or casting vote.

8. POWER AND FUNCTIONS OF THE BOARD AND TRUSTEES

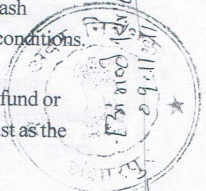
For the furtherance of the objects of the Trust and Board of Trustees shall have the following powers and functions.

- 8.1 To accept any direction, contribution, grant, loan of subscription cash or kind from any persons, body of persons of Trust with or without conditions.
- 8.2 To apply the whole or any part of income of the Trust or the Trust fund or accumulation there or to any one or more of the objects of the Trust as the trustee may, in their discretion deem fit from time to time.
- 8.3 To convert the deal with the Trust property and or any investments for the time being.
- 8.4 To invest the Trust fund either or the purpose of mortgage of immovable property or in share stock of debentures or other securities and investment or in deposit with or loans to any company, bank firm or any other person and to alter vary or transpose such investments from time to time at the discretions of the trustees.

*[Signature]*  
Nagish K.R. Mishra  
9.11.11

*[Signature]*  
9/11/11

*[Signature]*  
Kuntal Singh  
09/11/11



*[Signature]*  
Arun Kumar  
9/11/11

*[Signature]*

183  
Nagesh Kr. Mishra  
9.11.11

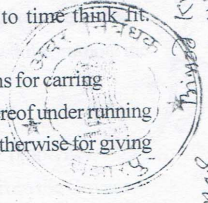
- 8.5 To borrow or raise or secure payments of money and also for bid money either with or without security.
- 8.6 To sell, dispose or alienates or otherwise deal with any property.
- 8.7 To compromise the Trust, To let out demise any immovable properties compound in the Trust Fund for such period and at such rent on such terms and conditions as the trustee in their discretion may think fit.
- 8.8 To adjust, settle, compromise, compound, refer to arbitration all actions sent claus demands and proceedings regarding the Trust Fund.
- 8.9 To appoint or make provisions for the appointment of any person for the purpose of the administration of this Trust in such manner and subject to such rules and regulations on the Trustees may presents and also to appoint or provide for the appointment of separate Trustees to hold any fund or invest ment subject to the provisions of the Deed in such manner and subject to such rules and regulations on the Trustees may from time to time think fit.
- 8.10 To make, vary also or modify scheme, rules and regulations for carrying objects of the Trust and for the managment of the affairs thereof under running my Institution in furtherance of the object of the Trust and otherwise for giving effect to the objects of the Trust.
- 8.11 To abolish, continuous and restart any charity or charitable institutions for the benefit of the general public and to impose any conditions to any subscription or to donation made by them.
- 8.12 To get appoint and or allocate the whole or a part of the income of the campus of the Trust fund or Trust thereof for any of the object of the Trust.

BOUNDRY  
9/11/11

Kuntal Singh  
09/11/11

Princed by Board  
09.11.11

Arun Kumar  
9/11/11



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- 8.13 To settle all accounts and to compromise, compound and refer to arbitration any action or proceeding or dispute claim, demand or thing as deemed proper for such purpose without being respectable for any loss occasioned there to.
- 8.14 To apply to the Govt. Public bodies, urban, local Municipal district and other bodies cooperate compromise or persons for and to accept grant or any and of aid donation, gifts, subscription and other assistance with a view to promoting no objections of the Trust and the discuss and negotiate with the Govt. Department, Public and other bodies, cooperates, compound or persons, scheme and other work and matters within the objects of the Trust and to confirm to any proper condition upon which such grant any other payment may be made.
- 8.15 To establish regulate or discontinue branches, centres or project officer within India or appointing representatives or agents or advisory committee.
- 8.16 To subscribe to become a member or other wise cooperate with any other Trust or its branch whether incorporated or not whose objects are either wholly or in part similar to those of the Trust or which would promote the interest of the Trust.
- 8.17 The trustees shall form and out of the income realised from properties, assets and funds, and from other such endowments, and from the Government grants and from any other sources which they may get expand such sum or sums or money as they deem proper towards the maintenance of the properties of the trust pay all rates, and taxes, pay such sums towards the repayment of any burrowers by the Trust and in proper and efficient management of the Trust and in particular pay the salaries and allowances of all staff gratuity, pension etc. award, prizes or scholarship for studentship to students and in case any other item of expenditure relating to the institutions, if any under the

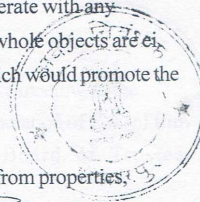
185  
Neelgish Kr. Mishra  
9.11.11

Pranab Kumar  
9/11/11

Kuntal Saha  
9/11/11

Prinod K. Choudhary  
9.11.11

Arjun Kumar  
9/11/11



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management of the Trust not herein before especials mentioned it bearing understood that the above encumbrances gives no priority to any particular item of expense, nor the same exhaustive.

8.18 The Board of Trustee has management of the affairs of the Trust add the overall supervision and superiro tenantive of the Trust and all Institutions run by the Trust and all matters incidental there to.

9. ACCOUNTS & AUDIT :-

9.1 The account or accounts of the Trust shall be/opened in the name of the Trust and branches, project officer, centres, institutions run or conducted by the Trust with a nationalised or Scheduled Bank or other Bank approved and permitted by the R.B.I. or in post office and it shall be operated by one or none of the Trustees of such persons authorised by the Board of Trustees of such persons authorised by the Board of Trustees time to time. The accounts of the Trust shall be audited every year by a C.A. Ira former C.A. which will be approved by the Board of Trustees.

9.2 The Audited accounts of the Trust shall be adopted at a meeting of the Board of Trustees called for the purpose of and remuneration of C.A. of firm chartard Account shall be fixed by the Board of Trustee.

10. POWER OF AMALGAMATE.

The Board of Trustees may allow and permit any of the trust, institutions or charity in any local area or areas whose objects are either wholly or in part similar to those of their presents to the interest and effect that such other Trust institution or charity shall be deemed to be part and parcel of the Trust created by the presents provided that no conditions are accepted which involve charge in the name of this Trust or inconsistent with or repugnant to the object of this Trust.

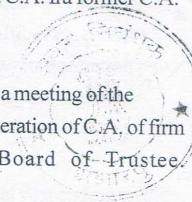
P67  
Rajesh K.R. Mishra  
9.11.11

9/11/11

Kuntal Singh  
09/11/11

Bindu K. Choudhary  
09.11.11

Arun Kumar  
9/11/11



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189  
Megesh Kumar Mishra  
9/11/11

11. INDEMNITY.

The trustees shall be chargeable for such money, stocks, funds deposits and security as they shall actually receive, not withstanding their any receipts for the sake of confirmity and shall be answerable or accountable also for their own deliberate or wilful acts of omission or commission.

Pranab Kumar  
9/11/11

11.2 The Trustee shall be liable for any act of Trust committed by the co-trustees except of his own acts and in respect of any property in his custody.

12. POWER FOR REIMBURSES.

The Trustee of these presents are entitled to be reimbursed and also to pay and discharge out of the trust fund all expences incurred by them or on their behalf or about the execution of the Trust and the power of these presents.

Kuntal Prasad  
09/10/11

13. ALLOWANCES OF TRUSTEES OFFICE BEARERS.

If at any time any trustee acts as a whole from office bearer of the trust of fund any special service the Board of Trustee may its descretion pay such remuneration of allowances to such trustees as it may think proper.

Pranab Kumar  
09/11/11

14. ACCOUNTING YEAR OF THE TRUST :-

The accounting year of the Trust shall be financial year ending on the 31st March every year.

Pranab Kumar  
9/11/11

15. REGULATION AND BYE-LAWS. :-

15.1 The Board of Trustees shall be entitled to frame modify, amend, also or repeat rules and bye-laws for the purpose of administering the Trust.

*[Handwritten signature]*

15.2 The Trust, Trust fund and provisions relating to the appointments of the first Chairman of Board are irrevocable subjects as aforesaid the terms of the Deed may be amended, altered or modified by a majority of 2/3rd members of the Board present and voting in a meeting called for the purpose provided, however that no amendments contrary to the objects of the Trust herein before set-forth shall be valid and effective.

15.3 No part of the Trust property of its income or any accretion hereto shall be applied for any purpose in law, and all provisions hereof shall be compelled accordingly.

16. JURISDICTION OF COURT :-

The competent court in Madhubani shall have exclusive jurisdiction to decide any question regarding the interpretation and construction of this Deed or administration and the Trust and the related matters in the event of such courts having concurrent jurisdiction with any other court or courts in respect of any claim or dispute against or by the Trust or Trustees or any other matter connected therewith the Competent Courts in Madhubani shall have jurisdiction for entertain, try and determine such claim or disputes in exclusion of such other court or courts.

19  
Nagesh Kumar Mishra  
9/11/11

Sanjay Kumar  
9/11/11

Kuntal Singh  
9/11/11

Prasad K. Choudhary  
9/11/11

Arun Kumar  
9/11/11



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**Endorsement of Certificate of Admissibility**


1957-13

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.	1000	Amt. paid by N.J. Stamp Paper -	Rs. 0			
Addl. Stamp duty paid under Municipal Act	Rs.	0	Amt. paid through Bank Challan -	Rs. 1930			
			LLR + Process Fee				
<b>FEE PAID</b>							
A1	440	C	0 H1b	0 Ka1	0 Lii	0 LLR	0
A8	0	D	0 H2	0 K1b	0 Liij	0 Proc. Fee	0 400
A9	0	DD	0 I	0 K1c	0 Mb	0 Total-	0
A10	0	E	0 J1	0 K2	0 Na		90
B	0	H1a	0 J2	0 Li	0		
						<b>TOTAL-</b>	<b>530</b>
							<b>930</b>

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. .

Date : 09/11/2011

  
 Registering Officer  
 Jhanjharpur

**Endorsement under section 52**

Presented for registration at Registration Office, Jhanjharpur on Wednesday, 09th November 2011 by Kuntal Priya s/o Purandar Jha by profession Agriculture. Status - Trustee

*Kuntal Priya*

Kuntal Priya

Signature / L.T.I. of Presentant Date : 09/11/2011


  
 Registering Officer  
 Jhanjharpur

**Endorsement under section 58**

Execution is admitted by those executants and identified by the person ( identified by Shambhu Nath Jha age 57 Sex M son/daughter of Late Kamal Kant Jha resident of Vill-Behat, Ps-Madhepur, Dist-Madhubani. ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

*Shambhu Nath Jha.*

Date .

  
 Registering Officer  
 Jhanjharpur

**Endorsement of Certificate of Registration under section 60**

Registered in Book 4 of DSRO/ SRO Jhanjharpur having 16 pages, in the volume CD-1; and document no. of which is printed on the First Page of the document.

Date : 09/11/2011

  
 Registering Officer  
 Jhanjharpur

Token No. 4630 Year - 2011 Sl. No. 4618 SCORE Ver. 2.0 Deed No. 13 NIC-Bihar  
 Token No. 4630 Year - 2011 Sl. No. SCORE Ver. 2.0 Deed No. 13 NIC-Bihar

*09/11/11*