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# भारतीय गैर न्यायिक भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES



पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

असम ASSAM

A 036151

Admissible under Act. VI of 1908 Com.  
 Stamped or not stamped with duty  
 the Indian Stamp Act II of 1899  
 schedule..... 64

A 120/50  
 MS 50-00  
 13/11/2019

*Sewli Mohilary*  
*Batendra Nath Brahma*  
*Moon Moon Brahma*  
*Anila Brahma*

*Delbati Brahma*

### TRUST DEED OF MOHILARY FOUNDATION

**THIS DEED OF TRUST** executed on this day of November 2019 by **SMT SEWLI MOHILARY**, daughter of Shri Batendra Nath Brahma, aged 42 years, residing at Vill & P.O.: Rangalikhata, Dist.: Kokrajhar, BTC (Assam) (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. **Smt Sewli Mohilary** daughter of Sri Batendra Nath Brahma, aged 42 years, residing at Vill & P.O.: Rangalikhata, Dist.: Kokrajhar, BTC (Assam)
2. **Smt Moon Moon Brahma** daughter of Sri Batendra Nath Brahma, aged 40 years, residing at Vill Changbanda, P.S – Bagribari, Dist. : Kokrajhar, BTC (Assam)

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13/11/19

Sewli Mohilary and others  
Rangalikhata, Waj

Rs. 50/- x 1 = 500/-  
100/- x 3 = 300/-  
Rs. 800/-

Rupees eight hundred only.

STAMP VENDOR

2. No. 5 R.P. 74/71/14

Stamp Vendor  
Rangalikhata

13/11/19

Presented for registration

Sewli Mohilary

150

Smti Sewli Mohilary  
S/o Sri Balendra Nath Brahm  
Rangalikhata

Sewli Mohilary

151

The Execution is admitted  
by Smti Sewli Mohilary

Debojyoti Brahma

152

Smt Moon Moon Brahma  
Sri Balendra Nath Brahm  
Smt Anila Brahma  
and

Balendra Nath Brahma

153

Sri Debojyoti Brahm

Moon Moon Brahma

154

Sri Parimal Barman

Anila Brahma

155

S/o Sri Khagen Barman  
Kotrajur P.S. Rangalikhata  
Ward No. 2

Parimal Barman

13/11/19

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

C 200323

असम ASSAM

(2)

Senuli Molikary

Batendra Nath Brahma

Moon Moon Brahma

Anila Brahma

S. S. Sharma



3. **Sri Batendra Nath Brahma** son of Sri Khoka Ram Brahma, aged 76 years, residing at Vill: Changabanda, P.S – Bagribari, Dist.: Kokrajhar, BTC (Assam)

4. **Smt Anila Brahma** daughter of Sri Shama Charan Mandal, aged 69 years, residing at Vill Changabanda, P.S – Bagribari, Dist. : Kokrajhar, BTC (Assam)

5. **Sri Debojyoti Brahma** son of Sri Batendra Nath Brahma, aged 37 years, residing at Vill: Changabanda, P.S – Bagribari, Dist.: Kokrajhar, BTC (Assam), (hereinafter referred to as '**THE 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**.)

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13/11/19

Sewli Mohilary and others  
Rangalikhata, P. Kokrajhar.

Hand  
X. NO. DRP. 44/7/14



Handwritten signature and date: 13/11/2019



असम ASSAM

C 200324

(3)

*Saudi Mohilaray*  
*Balwanta Nath Borahma*  
*Moan Moan Borahma*  
*Anila Borahma &*

**WHEREAS THE SETTLOR** was keen and had an earnest desire to work for the uplift of class of people who is deprived of education & skilled training for self-employment and job in organized sector and serve the mankind without any distinction of religion, race, color, caste, community, creed, or sex.

AND WHEREAS out of philanthropic, benevolent and other good, pious and noble causes moving him, the Settlor is desirous of settling a sum of Rs.5,100/- (Rupees Five Thousand One hundred only) upon the trust and subject to the powers and provisions hereinafter contained of and concerning the same.

**AND WHEREAS THE SETTLOR** above named has settled the assets and properties mentioned in the Schedule hereunder,

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असम ASSAM

C 200325

(4) *Sevli Mohilary*  
*Salundh Kish Parshma*  
*Meen Meen Parshma*  
*Anita Borah*

in favor of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose to promote and encourage the establishment of Educational and for undertaking other charitable and religious activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

**AND WHEREAS THE TRUSTEES** named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

**THIS INDENTURE WITNESSETH AS FOLLOWS:-**

- 1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of **MOHILARY FOUNDATION** for the purpose and upon the conditions set forth hereunder

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*Sanku Mohilar  
 Boleuda Nath Paha  
 Moon Moon Prache  
 Anela Barah*

- 2) The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- 3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs.5100/- (Rupees Five Thousand One hundred only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge
- 4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5) The office of the Trust for the time being shall be at **HOTEL GAURANG VALLEY, J.D.ROAD, KOKRAJHAR, ASSAM-783370**, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

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*Debjyoti Brahma.*



(6)

*Sevuli Mohilar*  
*Shaludin Nallipati*  
*Moan Moan Prabah*  
*Anila Prabah*

#### I. OBJECTS:

THAT the main objective for which the TRUST is founded is for the advancement of Education, Knowledge, Promotion of Sports, Relief to Poor, medical benefit and other social objects beneficial to the society at large. These objectives can normally be attained by the following:-

- i. To promote and establish, run, continue and administer educational and vocational school or institution or college or Management Studies Institution or Engineering/ Medical College or Social Service Centre or Industrial Training Centre or any kind of course which provides jobs to students in the various industries/ various service sector or allied education institutions or cultural institutions, or social Institutions or research and training centres or deemed university and to run the same for educational or vocational purpose, in all branches of education in various places throughout India as well as outside India, subject to various permissions as required, with a motive to render services to the public.
- ii. To admit students for various discipline and subjects and for courses offered by the institution run by this Trust and to offer award, honours, title, medals, prizes for education - excellence, attainment in research and competition and also in competition of physical games, social achievement and to award scholarship to the needy and deserving persons.
- iii. To undertake propaganda, training and education of the masses either of its own or in co-operation with similar agencies working for the cause of all round development of the society.
- iv. To develop a healthy as well as excellent attitude towards the development of mental, physical & moral uplift of the students and all those connected with the institution so as to make them good citizens.

*Debojyoti Brahma.*



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Sanku Mohilare  
 Saludin Nath Pankal  
 Moon Moon Pankal  
 Anila Brahm

Debjyoti Brahma.

- v. To establish, maintain & to run boarding houses & residential accommodation for the students & for those connected with the institution.
- vi. To train teachers and workers in ideals and practice of the true spirit of the education and learning.
- vii. To engage teachers, professors, instructors, experts, etc. in various subjects and disciplines and conduct to enable the Trust to impart efficient coaching & teaching to pupils and students in various subject & discipline, vocational interests, research work, intellectual and other useful pursuits & to charge tuition fees, coaching fees, or any other fees called otherwise to recoup the minimum basic administrative and other occupation expenses incurred in the upkeep and the maintenance of the institutions established, takeover or about to be established under this deed for this trust.
- viii. To confer title and honor to eminent personality in the field of science, education, literature, etc.
- ix. To establish centres for employment generation in rural areas.
- x. To bring, publish and sell, distribute books, periodicals, leaflets, brochures, papers and other materials as required for day-to-day activities in school, college, hostel, labs and also to open and maintain libraries, reading rooms for the promotion of the objects of the Trust.
- xi. To do research work in any or all fields of education, science, social development, political science, history & publish papers of research in journal, newspaper, etc. and to aid students in research work by providing infrastructure and other support.



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Souli Molikar  
 Sachin Kulkarni  
 Moon Moon Prasad  
 Anila Borah

Debjyoti Borah.

- xii. To provide to the public and especially to economically backward students, all required extra-curricular activities for the furtherance of their faculty to enable them to excel in their studies, fine arts, to learn foreign languages, sports including indoor & outdoor games and to educate them in all possible manner for the furtherance of their basic human values and perform works of charity for those in need throughout India and in case of necessity anywhere in the country through the Trust and in co-ordination with other NGOs.
- xiii. To promote and to do all such acts, deeds or things as may be necessary, desirable or expedient for the promotion of the games and sports, to provide for any training of youngsters, promotion of talented players, financing/sponsoring promising players, conduct coaching classes or camps, provide proper equipment etc. without discrimination as to religion, race, caste, colour or creed.
- xiv. To enter into an agreement or joint venture with any other institute, institution or college or university in India or in any other country to achieve the objects of the trust mentioned above.
- xv. To takeover and administer educational institute or institution or colleges from time-to-time as decided by the trustees and to run the same to achieve the objects of the trust mentioned above.
- xvi. To work in conjunction and association with other allied organizations having similar objects.
- xvii. To co-operate with the Central & State Government, and other authorities in extending aid for educational purposes.



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*Sevika Molisar*  
*Paduchin Pahn Pohan*  
*Moan Moan Pohan*  
*Anila Pohan*

*Dalajali Pohan.*

- xvii. To arrange entrepreneurship development programmes covering various topics such as achievement, motivation, market survey, preparation of project reports, procedure for starting small scale industries under various schemes of Government and Non- Government for promotion of small scale industries, financial management, etc.
- xix. To organize cultural programmes, dramas, street dramas and organize training for theatre and/ or to produce audio visuals related to culture, education and research.
- xx. To render social service activities, aimed at improving the living conditions and economic standard of the students, and their general welfare, in urban and the rural areas through the Trust and in co- ordination with other NGOs whenever required.
- xxi. To Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
- xxii. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
- xxiii. To function as a non-communal Trust and as a secular organization.
- b. To do all other acts, deeds and things as may be conducive or necessary for attainment of the above objects or any of them.



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*Saudi Military*  
*Pakistan Police*  
*Moon Moon Brahme*  
*Anil & Borahm*

*Debjyoti Brahma.*

- c. The above objects shall be independent of each other and the Board of Trustees herein constituted may from time to time apply the funds of the Trust in carrying out all or any of the aforesaid objects of the Trust as it may, in their absolute discretion, deem fit.
- d. To accept donations, grants, presents and offerings, in cash or in kind from persons, association of persons, firms, companies, institutions, universities in India & abroad and to deal with the same for the purpose of achieving the objects of the trust mentioned above upon such terms and conditions as trustees may think fit and consistent with the objects of the trust.
- e. To receive/ accept properties, grants, subsidy from Government whether Central or State and other Government Bodies for applying the same to the charitable objects mentioned in the Trust Deed. The donations/grant etc may be in cash or in kind.
- f. Without prejudice to the generally of the aforementioned objects, the activities would be of purely charitable in nature and not motivated for Profit. The funds of the institution would be utilized only towards the objects and no portion of it would be distributed in any manner to the trustees or persons defined in Sec.13 (1) (c) of the Income Tax Act, 1961.

## II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.



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*Sevli Molilary  
Balubra Nath  
Moon Moon Prabhu  
Anila Borah m u*

*Debojyoti Borah m u*

### III. PROPERTIES:

The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
4. All additions and accretions to the Trust properties and the income there from
5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

### IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 3 trustees and not more than 9 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

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Sensli Molikary  
Baburao Bhat Brahma  
Moon Moon Brahma  
Anila Brahma &

Debojyoti Brahma.

The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, excluding the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months' notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he or she is accused of misfeasance of trust funds or property or misconduct, after satisfying herself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.



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Sauri Molilari  
 Baluon Path Porhad  
 Moon Moon Porhad  
 Anil Porahon a

Debojoti Prashna.

#### V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The **Board of Trustees** shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration and to invest the sale proceeds thereof in any manner as the Trustees may think fit.
6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security and to repay the same.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.



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Sauli Molilary

Bakun Kish

Poojya

Moon Moon Prabhme

Anil &amp; Parashuram

Debiyoti Brahma.

9. To lend or advance money to any person or persons, institutions, bodies, firms and companies for the objectives and activities of the Trust as the Trust may think expedient without, however, contravening the law in this respect.
10. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
11. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
12. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
13. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
14. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
15. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters. However, if any Trustee works in his or her professional capacity he/she may be allowed such remuneration as decided by Board by passing a resolution to this effect.



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Sanku Mohilary  
 Babu Ram Kishore  
 Man Mohan Pradhan  
 Anil & Borahm

Debjyoti Pradhan.

16. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
17. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **Vice President, Secretary and Treasurer**. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be reelected for further terms. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to her directly.

#### B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

##### a) **MANAGING TRUSTEE:**

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.



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Sanku Molivary

Sudwik Nath Bhabha

Moon Moon Prabhakar

Arinda Barahm

Debojyoti Brahma.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

**b) VICE PRESIDENT:**

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

**c) SECRETARY:**

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.



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Sushil Molikary

Balwinder Singh

Moan Moan Prashne

Anil K. Borah

Debjyoti Brahma

**d) TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

**VI. MEETING OF THE BOARD OF TRUSTEES:**

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and she shall preside over the meetings. In her absence, the Managing Trustee may authorize the Vice President to be the Chairman of such meetings. In the event the Managing Trustee or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- 2) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.



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*Sanku Military*  
*Balraj Nath*  
*Brahma*  
*Moan Noman Brahme*  
*Anil Brahman*  
*Debojyoti Brahma*

- 3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- 4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- 5) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

#### VII. BANK ACCOUNT:

The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

#### VIII. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

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Sauli Mohilary

Balwanta Nath Babar

Moan Moon Pradhane

Anile Borahma

Debojyoti Brahma.

#### IX. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within six months of the close of the financial year.

#### X. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust and the First Managing Trustee at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds and these shall be read together with the main Trust deed.

#### XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.



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*Sunli Mohilary*  
*Balrajendra Nath Mishra*  
*Moan Moan Prabhoo*  
*Anil K. Prabhoo &*  
*Debojyoti Prabhoo*

## XII. SETTLOR AND THEIR RELATIVES:

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- Any "**related concern**" in which any of the above persons has substantial interest.
- For the purpose of this clause, the word "**relative**" and the phrases "**related concern**", "**substantial interest**" and "**substantial contribution**" shall have the meanings assigned to them in the Income Tax Act, 1961.

## XIII. APPLICABILITY OF TRUST ACT:

Provisions of the India Trust Act shall apply to this Trust in cases where this Deed of Trust does not make any express provision therefore.



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*Sevli Molilary*  
*Balaram Nath*  
*Moon Moon Prashne*  
*Anila Brahma &*

*Debiyoti Brahma.*

#### XIV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

#### XV. THIS TRUST IS DECLARED IRREVOCABLE:

That the Trust is hereby expressly declared to be Irrevocable and a Public Charitable Trust.

#### XVI. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

#### SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

1. Cash contribution to the Corpus Fund of the Trust of Rs.5,100/- (Rupees Five Thousand One hundred only)

S. NO. 42354 Date 13/11/19

NAME Sewli motilasy

Address Rangali khata



*[Handwritten signature]*  
13/11/2019



(22)

IN WITNESS WHEREOF THE SETTLER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF SETTLOR

SIGNATURE OF FIRST TRUSTEES

Signature: Sewli Mohilary  
Name: **Sewli Mohilary**  
Address: Vill & P.O.: Rangalikhata,  
Dist.: Kokrajhar, BTC (Assam)

1. Signature: Moon Moon Brahma  
Name: **Moon Moon Brahma**  
Address: Vill: Changabanda, P.S -  
Bagribari, Dist.: Kokrajhar, BTC (Assam)

2. Signature: Batendra Nath Brahma  
Name: **Batendra Nath Brahma** Address:  
Vill: Changabanda, P.S - Bagribari, Dist.:  
Kokrajhar, BTC (Assam)

2. Signature: Anila Brahma  
Name: **Anila Brahma**  
Address: Vill: Changabanda, P.S -  
Bagribari, Dist.: Kokrajhar, BTC (Assam)

3. Signature: Debojyoti Brahma  
Name: **Debojyoti Brahma**

Address:  
Vill: Changabanda, P.S.- Bagribari, Dist.:  
Kokrajhar, BTC (Assam)

WITNESSES:-

1) Primal Barman  
S/o. H. Khagen Barman  
KORAJHAR TOWN, W/NO-2,  
KORAJHAR.

2) Alongbar Basumatary  
S/o - Samarendra Basumatary  
Padmabil, Gossaigaon  
Kokrajhar.



Explained the content of this document to the executants by me.

Drafted & prepared by:

B. B. B.  
13/11/19  
Advocate, Kokrajhar

Debojyoti Brahma