



THIS DEED OF TRUST is made this 8th day of October, 1975 BETWEEN ASSAM STATE FLOOD RELIEF COMMITTEE, a Society registered under the Societies Registration Act (Act XXI) of 1920 having its registered office at Gauhati in the District of Kamrup hereinafter referred to as "th FOUNDER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors) of the ONE PART AND

(1) Shri Sarat Chandra Sinha son of Late Lal Singh Sinha, Chief Minister, Assam, Chairman (2) Smt. Pushpalata Das, wife of Late Omeo Kumar Das (3) Shri Lakheswar Hazarika son of Late B.R. Hazarika (4) Shri Nihar Ranjan Laskar son of Shri Nibaran Chandra Laskar (5) Shri P. C. Goenka son of Late A. L. Goenka (6) Shri Ranen Basumatari son of Shri H.C. Basumatari (7) Shri Moulana Abdul Jalil son of Late Md. Asgar Choudhury (8) Shri Debeswar Sarma son of Late Tankeswar Sarmah (9) Shri Ramesh Chandra Barua son of Late Rajani Kanta Barua

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(10) Shri Girindra Chandra Choudhury son of Late Jiban Ram Deka and (11) Smt. Renuka Devi Barkataki wife of Shri Munindra Barkataki hereinafter jointly called the "TRUSTEES" (which expression shall unless excluded by or repugnant to the context be deemed to include the Trustees for the time being of these presents and their survivor or survivors and successor or successors in office) of the OTHER PART:

W H E R E A S:

1) The Founder is desirous of setting a sum of Rs. 5,000.00 for the establishment of "SISHU GRAM (SOS CHILDREN'S VILLAGE) for the welfare of the children and for other public charitable objects and purposes UPON THE TRUSTS hereinafter expressed.

2) The Trustees at the request of the Founder have agreed to act as the Trustees of these presents and to hold the said sum of Rs. 5,000.00 and the investments for the time being representing the sum and all other sums or properties that may from time to time form part of the Trust Fund Upon the Trusts hereinafter declared of and concerning the same.

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NOW THIS INDENTURE WITNESSETH that for the general welfare of the children the Founder doth hereby transfer assign and make over to the Trustees the sum of Rs. 5,000.00 only TO HAVE AND TO HOLD the same and the investments and all other sums and properties that may form part of the Trust Fund unto the Trustees UPON THE TRUSTS and with and subject to the powers provisions and declarations hereinafter contained of and concerning the same.

1. The name of the Trust shall be "SESHU GRAM (SOS CHILDREN VILLAGE)".
2. The office of the Trust shall be situated at Gauhati or such other place or places as the Trustees may from time to time determine.
3. The objects and purposes of the Trust shall be:-

- a) to establish, maintain, run, manage and look after SESHU GRAM (SOS CHILDREN VILLAGE) at Gauhati or any place in the State of Assam.

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- b) to conduct research & survey in connection with the welfare of the children within the State of Assam.
- c) to build, establish and maintain houses hostels bungalows schools colleges libraries hospitals, dispensaries nursing homes, babies' homes, clinics, sanatoria, maternity homes, children welfare centres, orphanages, training centres, workshops and other institutions meant for educating and imparting training and rendering medical relief to the children and other inmates of the village.
- (d) to develop and improve areas in and around the Village to be established for the welfare of the children.
- e) to maintain or grant aid to poor or deserving children and grant scholarships stipends and to supply books free of costs or at concessional rates to deserving students.
- f) to provide training facilities in all

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- f) to provide training facilities in all matters connected with the welfare of the children.
- g) to accept financial and other aids from the Government and other institutions or individuals for the furtherance of the aims and objects of SISHU GRAM (SOS CHILDREN VILLAGE).
- h) to build and maintain houses and other buildings and alter, improve, renovate or modify the same and provide and equip them with light, water, drainage, furniture, fittings, instruments, appliances and other necessaries for the use to which such buildings are put.
- i) to receive by way of gifts or legacies --
-- or otherwise to acquire in any manner, any movable property including money, or immovable property and either unconditionally or on any special terms

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14/6/1975

and conditions including a condition that any particular building be named after the name of the Donor or such other name as the Donor may require, which may be thought fit by the Managing Committee.

- j) To borrow or raise money for any of the above purposes with or without security or on the security of a mortgage, charge or hypothecation or pledge over all or any of the immovable or movable properties belonging to the Trust by issue of debentures and/or bonds.
- k) To sell, exchange, lease, mortgage, charge or otherwise dispose of or turn to account any movable or immovable property or the Trust or any part thereof.
- l) To print, publish, sell, purchase and distribute books on useful literature and diverse subjects, bulletins, periodicals, magazines, booklets, calendars, prospectus, circulars, bills and posters.

4. The Trustees may invest the Trust Fund or income thereof either in the business or industrial undertakings or in the purchase or mortgage of movable or immovable properties or in shares, debentures, debenture stocks and other securities or in investments whether authorised by the Indian Trust Act, 1882 or any other Act or law for the time being in force as to the powers of the Trustees to invest Trust moneys, or not, or in deposit with or loan to any company, bank or person or on such advantageous terms as to interest as the Trustees may think proper with

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power to the Trustees to alter, vary or transpose such investments from time to time in such manner as they may in their absolute discretion think fit.

5. The Trustees shall be at liberty at any time to sell movable or immovable properties forming part of the Trust Properties or any portion or portions thereof either by public auction or by private contract and on such terms and conditions and at such reasonable price as they (the Trustees) may decide from time to time and for that purpose to execute all necessary Conveyances Transfers or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

6. The Trustees may demise the immovable property or properties for the time being and from time to time belonging to the Trust either from year to year or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as they think fit.

7. The Trustees may raise or borrow money required for the purposes of the Trust by issue of debentures and/or bonds on a mortgage or pledge of the Trust Properties or any part thereof with or without any security and at such rate of interest and on such terms as they may in their discretion think fit.

8. The Trustees may from time to time open and maintain in their own name or in the name of the Trust or in the name of the Managing Trustee Banking Account or Accounts and any two Trustees may jointly or otherwise as may be decided by the Trustees, operate the same.

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Secretary, Registrar, (Bihar) District
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9. The Trustees may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs, charges and expenses of and incidental to the administration and management of the Trust Fund and the properties for the time being belonging to the Trust as they may in their absolute discretion think fit.
10. The Trustees shall cause true and accurate accounts to be kept for all moneys received and spent and of all matters in respect thereof in course of management of Trust Properties or in relation to the carrying out of the objects and purposes of the Trust as well as of all the assets credits and effects of the Trust Properties.
11. The Trustees shall from time to time after meeting the expenses of and incidental to the running of Sishu Gram and the management of the Trust Properties and of the Trust decide the particular charitable object or objects for which the income or corpus of the Trust Properties for the time being available shall be applied.
12. The Trustees shall be entitled to make any grant or donations in cash or kind or both for the furtherance of any of the objects of the Trust aforesaid. The Trustees may allow use and occupation of any of the immovable Properties if any acquired by the Trust to any Institution or Association of persons having objects wholly similar to those of the Trust for the furtherance of any of the objects of the Trust.



13. The Trustees may accept any donation or contribution in cash or kind from the Founder or any other member of its Executive Committee or any other person or persons, firm or company for the furtherance of the objects of the Trust or for any or more of them upon such terms and conditions as they may in their absolute discretion think fit.

The Trustees may also take over the management of any charitable or public institutions on such terms as they think fit and may manage such institution.

14. The Trustees shall spend the entire income or profits from Trust properties and/or from business undertaking entirely for the object of the Trust.

15. The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and differences and disputes touching the Trust Fund and/or the Trust Properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Fund and/or the Trust Properties and to do all other acts and things as fully and effectually as if they were absolutely entitled to the Trust Fund and Trust Properties without being liable or answerable for any loss occasioned thereby.

16. The Trustees may from time to time frame schemes and rules and regulations to carry out the objects of the Trust or otherwise for giving effect to the objects and purposes of the Trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.

17. The receipts granted by the Trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid delivered or transferred to them in exercise of the trusts or powers hereof shall effectually release and discharge the person or persons paying delivering or transferring the same therefrom and from seeing or from

seeing or from being bound to see to the application thereof or being answerable for the loss of misapplication thereof.

18. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institutions, to impose any condition or conditions to any subscriptions or donation made by them and to ear-mark any portion of the Trust Property or income for any particular object or objects.

19. The Trustees shall be respectively chargeable only for such moneys, stocks, shares, funds and securities as they shall actually receive notwithstanding their respectively signing a receipt jointly with others for the sake of conformity and shall be answerable and accountable for their own acts, receipts, neglects and defaults respectively and shall not be answerable one for the other or others of them, nor for any banker, broker or other person with whom or into whose hands any Trust money or securities may come or be deposited or given nor for the insufficiency or deficiency of any stocks, shares, funds or other securities nor for any other loss unless the same shall happen through their wilful defaults or negligence.

20. The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred in or about the execution of the Trust or any of their duties under these presents including travelling expenses but will not be entitled to any remuneration.

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By: Registrar, (Dep.) & Seal
Date: 22/10/75

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21. The Trustees may appoint or nominate one of them as the Managing Trustee for such time as may be determined by the Trustees and such Managing Trustee shall continue to act as such until another Managing Trustee is appointed in his place.

22. Any Trustee may at any time appoint any person who is approved by the remaining Trustees to act for him during his absence of not less than three months PROVIDED ALWAYS that such alternative and substituted Trustees shall ipso facto vacate office when the appointer returns.

23. The number of Trustees shall not be less than three and not more than twenty one.

24. Any Trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by any retirement.

25. The surviving or continuing Trustees may act notwithstanding any vacancy in their body PROVIDED HOWEVER that if the number of Trustees shall fall below three and minimum fixed by these presents the Trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum.

26. Three Trustees present at a meeting shall form a quorum for any meeting of the Trustees.

27. The Trustees may nominate and appoint any of them as Chairman of their meetings. If at any meeting the Chairman is not present within 15 minutes of the time appointed for the meeting the Trustees present shall choose one of themselves to be the Chairman of such meeting.

28. All questions arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or



for Deputy Secretary (Genl) General
Date 23/12/15

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casting vote PROVIDED HOWEVER that notwithstanding anything herein stated no question dealing with the disposal, transfer or mortgage of the corpus of any of the Trust Properties will be decided and disposed of except with the consent of at least three-fourths majority of all the Trustees for the time being.

✓ 29. The Trustees may delegate any of their powers to a Committee consisting of such person or persons whether member of their body or not as they think fit.

30. Any Trustee may delegate in writing all or any of his powers under these presents to his nominee who will be entitled so long as such nomination remains in force to exercise such powers or power in the same manner as the Trustee himself could do personally.

31. In case of difference of opinion amongst the Trustees the opinion of the majority shall prevail and if the Trustees are equally divided in any matter the Chairman shall have a casting vote.

32. A resolution in writing circulated amongst all the Trustees and passed by a majority of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.

33. Notice of the Meeting of the Trustees and all communications may be sent to the Trustees at their address registered for the time being in the records of the Trust.

34. All meetings of the Trustees shall be held at such place as the Managing Trustee and failing him the Trustees for the time being may from time to time decide.



35. A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matters concerned.

36. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purpose and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

37. No person being -

- i) an undischarged insolvent; or
- ii) convicted of an offence involving moral turpitude; or
- iii) of unsound mind; or
- iv) a minor;

shall be eligible to be a Trustee.

38. A person shall cease to be a Trustee in any of the following events :-

- i) if he dies; or
- ii) if he becomes bankrupt; or
- iii) if he becomes insane or otherwise becomes incapable of acting;
- iv) if he resigns his office; or
- v) if he is requested to resign by all the remaining Trustees.

39. On a new Trustee being appointed and on his signing the Minute Book to the effect of his having taken charge,

the property shall vest in him and he will be entitled to carry out all the duties and functions of a Trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour. The property shall be deemed automatically to have been transferred in favour of the incoming Trustee, the intention being that the property and the assets of the Trust shall vest and remain vested in the Trustees for the time being of the Trust without the necessity of a formal transfer in favour of any new Trustee who may be appointed.

40. For the objects of the Trust or any one or more of them the Trustees shall be entitled to spend only the income of the Trust and/or the Fund but shall not be entitled to spend the corpus of the Fund except with the consent of at least three-fourths of its number for the time being.

41. The Trustees may from time to time out of income of the Trust Fund set apart such sums as they may think proper as reserve or reserves which shall at the discretion of the Trustees be applicable for any of the purposes of the Trust hereby created PROVIDED NEVERTHELESS that in setting apart such income as reserve and applying the same for the purpose of the Trust, the Trustees shall conform to the provisions of the Income Tax Act for the time being in force so that the exemption of the income of the Trust Fund from Income Tax may not be affected or jeopardised in any way.

42. The Trustees shall not utilise the Trust Fund or any part thereof for any purpose other than for such charitable purposes as are defined by the Income Tax Act, 1961 or any statutory modification or amendment thereof.

for [unclear] (20/12/75)

43. Any Conveyance, Mortgage, Reconveyance, Lease or any other deeds, documents and assurances whatsoever may be signed, executed and registered by any Trustee or more of the Trustees as is or are authorised by a Resolution of the Trustees in that behalf and such Conveyances, Mortgages, Reconveyances, Lease or other deeds, documents and assurances so signed by any one or more of the Trustees shall be deemed to be signed, executed and registered by or on behalf of all the Trustees for the time being.

44. If and so often as any of the Trustees hereby appointed or any future Trustee or Trustees hereof shall die or reside out of India for more than six months or become bankrupt or is convicted of any offence involving moral turpitude or shall desire to retire from or refuse or become unfit or incapable to act as a Trustee of these presents then the remaining Trustees shall unanimously or by three-fourths majority appoint another person as Trustee to fill up the vacancy.

IN WITNESS WHEREOF THE FOUNDER COMMITTEE have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED by

for [unclear] Secretary
20/12/75

on behalf of FOUNDER the said ASSAM STATE FLOOD RELIEF COMMITTEE at GAUMATI in the presence of :-

R. Pharo
1. *R. Pharo*
2. *R. Pharo*
Date 20/12/75

for [unclear] Director of Public
for [unclear] Principal, G. M. C.

