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Dibyajyoti Khataniar

असम ASSAM

B 166935

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A2 900.00

Stampable under Act No. 1 of 1999 Contracty Stamp Act 1889 (Assam Amendment) Act 2004 Schedule

PUBLIC CHARITABLE TRUST

THIS DEED OF TRUST executed on this 19th day of February year 2016

[Signature]
Deputy Registrar
Guwahati, Kamrup (M)

BETWEEN

SRI DIBYA JYOTI KHATANIAR, s/o Lt. K. K. KHATANIAR, r/o at present residing at House No. 17, Zoo Road, Manik Nagar, Guwahati - 05, Dist. Kamrup (M), permanent resident of Diphu, Near D.T.C. Office, Dist. - Karbi Anglong (Assam) hereinafter called "SETTLOR OF THE TRUST"

-AND-

(i) SRI BISWA JYOTI KHATANIAR (ii) SRI SWARNA JYOTI KHATANIAR (iii) SRI DIBYA JYOTI KHATANIAR, all are sons of Lt. K.K. Khataniar, at present residing at House No. 17, Manik Nagar, Ghy- 05, Dist. Kamrup (M), permanent resident of Diphu, Near D.T.C. Office, Dist. - Karbi Anglong (Assam), (iv) SRI PARTHO PRATIM GOGOI, S/O Sri Debo Kr. Gogoi, r/o ABC, Tarun Nagar, Mukhya Path, H. No. 67,

Biswa jyoti Khataniar
Swarna jyoti Khataniar
Dibyajyoti Khataniar
Syed Sahjahan Ali

RAVIN DARM H T P P K K Bhatia
Ratim Rahaan

N.J.S./J.S. 530
 Name
 Value
 Add
 Sign

19/11/16

19/10/16
 Deputy Registrar
 Guwahati, Kamrup (M)
 Under S.V.C. Vidya M. No.
 K.P.A. 13,90/140-A



alimpa Jyoti Khatanias

Identified by: Ranjit Sarmah
 Son of: Rev. of Anjan
 Village: Association
 Profession: Association
 19/10/16
 Deputy Registrar
 Guwahati, Kamrup (M)

Biswajyoti Khatanias
 Swarna Jyoti Khatanias

alimpa Jyoti Khatanias
 Pato Patisa Gogoi
 RAVINDAR MAHO

Syed Sahjahan Ali

Execution is admitted by
 Dibyajyoti Khatanias & late
 K.K. Khatanias (Settlor) and
 1) Biswajyoti Khatanias 2) Swarna
 Jyoti Khatanias 3) Dibyajyoti
 Khatanias 4) Partha Pratik Gogoi
 5) Ravindar Mahato 6) Syed Sah-
 jahan Ali and 7) Nabim Rahman
 (Trustees)

19/10/16
 Identified by
 Ranjit Sarmah
 Advocate
 19/2/16



Dilipya Jyoti Khataniar

असम ASSAM

C 351705

(2)

- Ghy - 05, (v) SRI RAVINDAR MAHTOO, s/o Sri Dasarath Mahtoo, r/o Ganeshguri,
Ghy-05, (vi) SYED SAHJAHAN ALI, s/o Lt. Abdul Rahman, r/o Daranda six mile,
Ghy. (vii) MATIUR RAHMAN, s/o Lt. Majibur Rahman, r/o Panbazar, Ghy -01, of the
other part.

*Ravindra Jyoti Khataniar
Syed Sahjahan Ali
Dilipya Jyoti Khataniar*

WHEREAS the party hereto of the first part is possessed of the sum of Rs. 30,000/- (Rupees Thirty Thousand) only as his absolute property and to commemorate the memory of his Late Father K.K. Khataniar he is desirous of creating a Charitable Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly has agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income tax act, 1961 or any statutory modification thereof.

*Patto Bhalin Gogoi
Matiur Rahman*

RAVINDARMAHTO



असम ASSAM

C 351706

(3)

AND WHEREAS the trust is hereby expressly declared to be a Public Charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS SETTLEMENT.

This party of the first part, the settlor, does hereby settle the sum of Rs. 30,000/- (Rupees Thirty Thousand) only in Trust, with the name and for the object hereinafter stated, by delivering the said amount in cash / cheque which the party of the other part, the Trustees have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

NAME

The name of the Trust shall be "K.K. KHATANIAR MEMORIAL TRUST".

PLACE

The principal office of the Trust shall be situated at present at Gog gaon road, Gorchuk, P.O. & P.S. - Gorchuk, Azara Revenue circle, Guwahati, Dist. Kamrup (M) or such other place as the Trustees may from time to time decide. The trust may also carry on its work at any other place or places, as decided by the Trustees.

Contd. to page 4

Biswan Jyoti Khatri
Partho Pratim Gogoi, Surendra Jyoti Khatri
Arjun Barman
Biswan Jyoti Khatri
Speed Sanyal
Arif Khatri
RAVIN DARM H T O

N.J.S./J.S. 5902
Name _____
Value _____
Add. _____
Sig./Date _____

RAJJEET SARMA
Steam Vendor, Ghy.
Under S.V.L. Vide Memo No. _____
K.P.A. 13/00/180-A

Rajjeet Sarma
18/2/16





असम ASSAM

C 351707

(4)

OBJECTS

1. Educational- to run elementary / secondary or higher education, maintain or assist any educational or other institution for coaching, guidance or other institution for coaching, guidance, counselling or vocational training or to grant individual scholarship for poor, deserving and needy students for elementary and higher education.

2. Medical - to run maintain or assist any medical institutions, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.

3. Relief of the poor - to give financial or other assistance in kind by way of distribution of books, note books, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.

4. Other objects of general public utility :-

(i) to acquire property for the sole use for public good by making it available for public purposes as for example, recreation park / centre, housing or library clinic, creche and / or as a community hall to be available for public use as training classes,

*Pravin Singh, Kishore Kumar
Ravi Prakash Singh, Suresh Singh, Manoj Kumar
Pravin Singh, Ravi Singh, Manoj Kumar
Speed Sahasrathi, Dinesh Singh, Kishore Kumar
RAVINIPAR M E I T O*

N.J.S./S 5303
 Name
 Value
 Add.
 Sign. Date
 PROJECT GARMA
 (Mang. Verdy), Gov.
 Under S.V. Vidy. M. no No.
 K.P.A. 13,00,140-A

18/2/16 8 FEB 2016
 TREASURY OFFICER
 DIST: TREASURY,
 GUWAHATI-1



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असम ASSAM

C 351 00

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seminars, discourses and other public functions for benefit of the community in general.

(ii) to undertake any other activity incidental to the above activities but which are not in consistent with the above objects.

PROVIDED the Trust may assist / donate the other Trust to carry out the various objects mentioned in the objects clauses in such manner and to the extent the Trustees may decide upon from time to time.

FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, local authorities or any other charitable institutions, in cash or in kind including immovable property without any incumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts, While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the grantor. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.

Biswa Jyoti Mishra
 Partha Pratim Gogoi, Swarna Jyoti Kalita
 Durga Syoti Kalita
 Syed Sahibam Khan
 Durga Syoti Kalita
 RAJINDA R MHC

N.J.S./J.S. ... 5304 ...
Name ...
Value ...
Add ...
Sign. Date ...

Under S.V.L. Vidy M memo No. ...
K.P.A. 13/80/140-A

18/12/16



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INVESTMENTS

(I) All monies, which shall not immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of Trust or Trustees.

(II) That the trustees shall invest the trust fund, carry on any business with the trust-fund and / or enter into partnership on behalf of the trust, as they may deem fit.

(III) That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstandings and meet all recurring and other expenses incurred in the upkeep or management thereof.

(IV) That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries under the trust.

*Be swaj yahi khatman
Swarua / yahi khatman
Dang Syahi khatman
Syed Gabyahom Ah*

POWER OF TRUSTEES

That the trustees shall have the following powers to manage all the assests and/or properties of the trust including the conduct of business;

(i) to appoint employees and to settle the terms of their service, remuneration and termination;

(ii) to look into the management of the trust;

(iii) to invest the fund of the trust, in bank or in the purchase of company shares or securities or movable or immovable properties;

(iv) to sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;

(v) to pledge or mortgage the trust properties for raising loans;

(vi) to open the bank accounts in the name and on behalf of the trust and to operate the same;

(vii) to enter into a partnership on behalf of the trust with any other party or parties;

(viii) to pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and

*RAVIN DAR M H
Patti Batin Arzi
Emanu Arman*

INVESTMENTS

(i) The trustee shall have the power to invest the trust property in such manner as he may think fit, and to vary such investments from time to time, and to reinvest the proceeds of any such investments in such manner as he may think fit, and to exercise all such powers and authorities as may be necessary for the purposes of the foregoing provisions of this clause.

(ii) The trustee shall have the power to invest the trust property in such manner as he may think fit, and to vary such investments from time to time, and to reinvest the proceeds of any such investments in such manner as he may think fit, and to exercise all such powers and authorities as may be necessary for the purposes of the foregoing provisions of this clause.

(iii) The trustee shall have the power to invest the trust property in such manner as he may think fit, and to vary such investments from time to time, and to reinvest the proceeds of any such investments in such manner as he may think fit, and to exercise all such powers and authorities as may be necessary for the purposes of the foregoing provisions of this clause.

(iv) The trustee shall have the power to invest the trust property in such manner as he may think fit, and to vary such investments from time to time, and to reinvest the proceeds of any such investments in such manner as he may think fit, and to exercise all such powers and authorities as may be necessary for the purposes of the foregoing provisions of this clause.

(v) The trustee shall have the power to invest the trust property in such manner as he may think fit, and to vary such investments from time to time, and to reinvest the proceeds of any such investments in such manner as he may think fit, and to exercise all such powers and authorities as may be necessary for the purposes of the foregoing provisions of this clause.

POWER OF TRUSTEE

The trustee shall have the following powers to manage the trust property:

(i) to appoint employees and to enter the name of any such employee in the register of employees;

(ii) to do all such things as may be necessary for the proper management of the trust property;

(iii) to do all such things as may be necessary for the proper management of the trust property;

(iv) to do all such things as may be necessary for the proper management of the trust property;

(v) to do all such things as may be necessary for the proper management of the trust property;

(vi) to do all such things as may be necessary for the proper management of the trust property;

(vii) to do all such things as may be necessary for the proper management of the trust property;

(viii) to do all such things as may be necessary for the proper management of the trust property;

(ix) to do all such things as may be necessary for the proper management of the trust property;

(x) to do all such things as may be necessary for the proper management of the trust property;

(xi) to do all such things as may be necessary for the proper management of the trust property;

(xii) to do all such things as may be necessary for the proper management of the trust property;



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(7)

management of the trust properties;

(ix) to file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;

(x) to accept any gift, donations or contribution in cash or in kind from anyone for the objects of the trust;

(xi) to seek legal opinion of lawyers and /or Chartered Accountants as and when required;

(xii) to nominate their representatives for any of the aforesaid purposes.

(a) The number of the trustees shall not be less than two but not more than seven.

(b) In case of any difference between the trustees, the opinion of the majority shall prevail.

(c) No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his wilful neglect or default.

(d) Any of the trustees may retire on giving one month's notice in writing to the other trustee(s).

(e) If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving trustee or trustees shall continue the management of the trust or may appoint a successor in the place of such trustee.

(f) If at any time the number of the trustees is less than two, the existing trustee shall appoint one or more trustees,

(g) Upon the appointment of a new trustee the trust properties shall vest in the new trustee jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinafter in this deed.

(h) If the trust is determined by efflux of time, the corpus of the trust shall be divided amongst the beneficiaries in the shares as fixed by the trustees.

Biswa Jyoti Khadim
Suresh Jyoti Khadim
Bhaya Jyoti Khadim
Syad Sahibam Ah.

RAVIN DARM H TO
Panna Pravin Gaji
Suresh Pravin

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BANKING ACCOUNT

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees.

ACCOUNTS AND AUDIT

The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March.

(i) The accounts of every year shall be audited by a chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

IRREVOCABLE

This Trust is irrevocable.

AMALGAMATION

The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

WINDING UP

Winding up in the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust / Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

*Biswanjyoti Khatun
Swarna Jyoti Khatun
Sujata Sankar
S. K. Sankar*

*RAVIN DARMHTO
Patty Bhatia Gogoi
Ravina Arora*

BANKING ACCOUNT

As from inception and henceforth, the Trust shall have the right to open and maintain a banking account in the name of the Trust and to deposit therein all the moneys and other assets which may be received by the Trust and to draw out of the account all the moneys and other assets which may be required for the purposes of the Trust. The bank account shall be operated by the Managing Trustees with any one of the following Trustees

ACCOUNTS AND AUDIT

The Trustees shall keep proper books of account in all the usual matters and shall cause the same to be audited annually by an auditor or auditors appointed by the Trust and shall prepare an Income and Expenditure Account and a Balance Sheet for every year as at the 31st day of March

(i) The accounts of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees for the audit accounts shall be drawn at a meeting of the Trustees, which shall be held before the end of the succeeding year

IRREVOCABLE

The Trust is irrevocable

FINAL SETTLEMENT

The Trust shall terminate on the death of the last surviving Trustee and the property of the Trust shall vest in the surviving Trustee or Trustees who shall have full power to distribute the same among the beneficiaries of the Trust in accordance with the provisions of the Trust Deed

WITNESSETH

That on this 19th day of October 1916, the above named parties have signed and affixed their seals and signatures to the foregoing instrument and have declared that they have read the same and understand the contents thereof and that they have signed the same voluntarily and without any fraud, duress, or coercion and that they have signed the same for the purposes and in the manner hereinbefore expressed



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Vertical text on the left margin, possibly a reference or file number.

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The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

IN WITNESS WHEREOF, The Parties hereinto have signed and delivered the presents on the day and year first hereinabove written.

Bishya Syed Khatuniar
Signature of Settlor

Signature of witnesses

1. *Zain Francis-Samra*
Advocate Ctg-1

2. *Nayan Talukdar*
Nalbari

Signature of Trustee (s)

1. *Biswajyoti Khatuniar*

2. *Swarna Jyoti Khatuniar*

3. *Bishya Syed Khatuniar*

4. *Partho Pratim Buzi*

5. *RAVINDAR MHTO*

6. *Syed Sahib Khan Ali*

7. *Masum Rahman*

The Trustee shall be authorized to execute all deeds and mortgages and to execute all the powers of the Trust and shall have full power to execute all the powers of the Trust for such purposes.

IN WITNESS WHEREOF, the parties hereto have signed and delivered the foregoing instrument on the day and year first hereabove written.

[Signature]
Signature of Grantor

[Signature]
Signature of Witness

Signature of Trustee (a)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



19/10/16

[Signature]

[Signature]

GOVERNMENT OF ASSAM
REGISTERED MOTOR VEHICLES

DL No. AS 0201000002
 NAME: MR. DEBKAJYOTI KHATANAR
 SWD: LT. KANIGATA KHATANAR
 P. ADD: J. SARAN ROAD NEAR RAJENDRA MANSION DIST. KAMRUPTIAKA TENDU OTI CYNHOLA DIST. RAJENDRA ANJONGA 793444

DOB: 01/06/1972 Reg. No. 23-00-2011
 Org. Issue Dt. 23-06-2011 Reg. No. 23-00-0000

Class of Vehicle: JAWAT, W.C.T.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DEBYA JYOTI KHATANAR
 KABINDRA KUMAR KHATANAR

10/11/1983
 Permanent Account Number: BIPK3692K

PERMANENT ACCOUNT NUMBER
AJWPG7072R

पति प्रतीक
PARTING PRATIM GOGOI

Reg. No. AS 2300000000
CEED GOGOI

ISS. DATE: 2012-06-14
21-03-1977

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SWARNA JYOTI KHATANAR
 KABINDRA KUMAR KHATANAR

01/05/1976
 Permanent Account Number: AZRPK1572E

ADVOCATE'S IDENTITY CARD
 No.: 303/GHY Date: 16.11.09

Name: **SYED SAJJAD ALI**
 Date of Birth: 01/10/1960
 Enrolment No: 555 of 2003
 Place: **GUMHATI**

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAVINDRAN MAHITO
 DASARATH MAHITO

07/02/1967
 Permanent Account Number: CATPM0446F

ADVOCATE'S IDENTITY CARD
 No.: 470/GHY Date: 25.09.2007

Name: **SRI JNANAJIT SARMA**
 Date of Birth: 01.01.1977
 Enrolment No.: 1019 of 2006
 Place: **GUMHATI**

ADVOCATE'S IDENTITY CARD
 No.: 500/GHY

Name: **MATIUR KATHAN**
 Enrolment No.: 312/2001
 Place: **GUMHATI**

1059/ND/08M DRIVING LICENCE (ASSAM)
 No.: **NAYAN TALUKDAR**

Name: **MAHESH TALUKDAR**
 Address: (V+PO) BIRAMPUR OT-NALBARI (ASSAM)

Valid till: **16-04-2035**

PhotoGraph and Finger Impression of Person involved in the Deed

Document Type: TRUST























































Registration Office: Kamrup Metro


Document Sub Type: property value exceeds 1000

Serial No.: 2835/2016

Date of Impression: 2016-02-19

Book & Deed No: Book-4/2113/2016

Type	Thumb	Index	Middle	Ring	Little	Image
1st party						
2nd party						
2nd party						
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2nd party						
2nd party						
2nd party						
Identifier						

Type	Thumb	Index	Middle	Ring	Little	Image
Witness						
Witness				