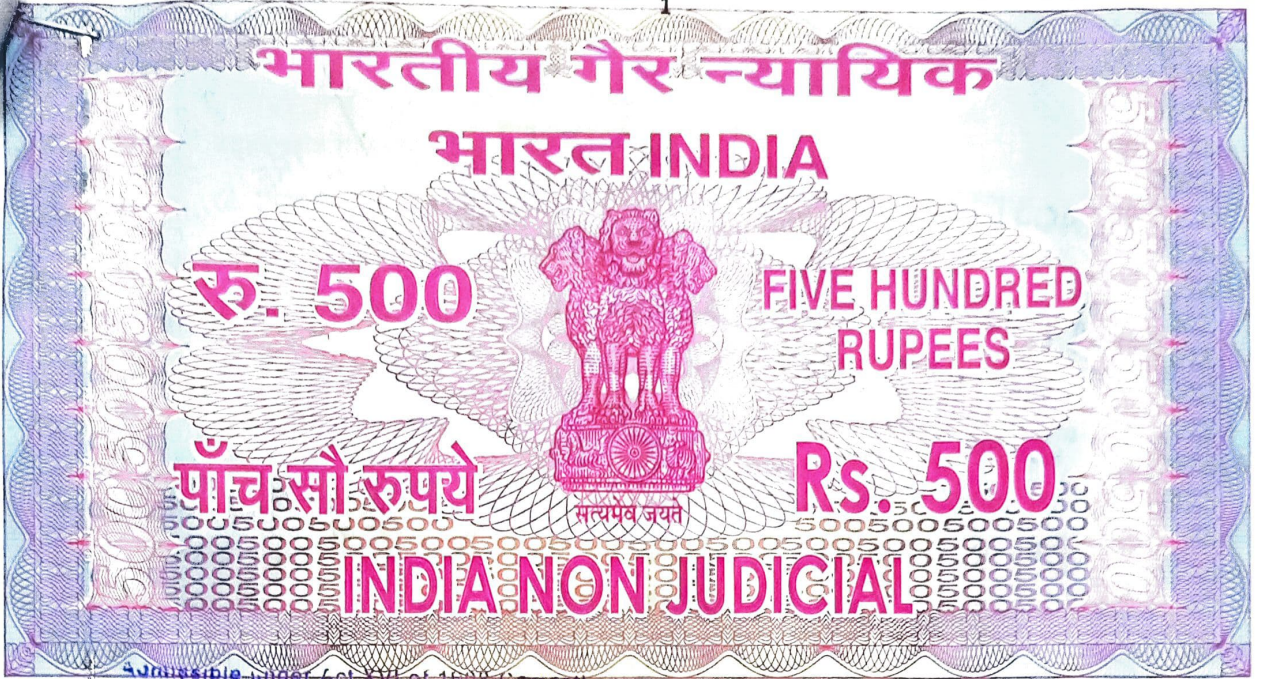


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IV

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Admissible under Act XVI of 1908 Correctly  
 Stamped (or exempted from stamp duty)  
 ASSAM Indian Stamp Act, 1899 (Act II of  
 1889) (Assam Amendment) Act 2004 Schedule  
 No. Fees Paid 64

A 917607

*Fees Exempted*

IV  
*Choudhary* 9.12.2021  
 Sr. Sub-Registrar

**DEED-OF-TRUST**  
 Kamrup Metro., Guwahat,

This indenture is made on this 9<sup>th</sup> day of December 2021 between the Governor of Assam hereinafter called as the "SETTLOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his successors, executors, administrators, assigns and representatives) of the one part.

AND

1. Hon'ble Chief Minister, Assam - **Chairman**
2. Hon'ble Minister, IAA etc. Department
3. Hon'ble Minister, Finance etc. Department
4. Chief Secretary, Assam
5. Commissioner & Secretary to the Govt. of Assam, IAA Department
6. Addl. Secretary to the Govt. of Assam, IAA Department – **Member Secretary**

*Gyamen dha Tripathi*

7. Representative from Swahid and Nirjatito Family (Two)

8. Representative from AASU (One)

hereinafter, jointly called as "**TRUSTEES**" of the said Trust (which expression shall unless excluded by or repugnant to the subject and context be deemed to include the trustee or trustees) for the time being of these presents and their successor or successors in office of the other part. Trustees from Sl. No. 1 to 6 shall function as ex-officio trustees.

Whereas, the settler is desirous of creating a charitable Trust by setting apart and establishing a Trust Fund for the benefit of the victim persons of Assam Agitation (1979-1985) and / or to the members of his or her family.

Whereas, the proposed charity is to be carried for the benefit of Assam Agitation martyr's family and victim persons, which is a certain and definite body and ascertained number of persons, and so the proposed charity intends to create beneficial interest – not in an uncertain and fluctuating body of persons as the Assam Agitation martyr's family and victim persons, as a class of beneficiaries, are not in definitive and therefore the proposed trust will be a Private Trust.

And whereas the Trustees have at the request of Settlor agreed to act as Trustees of these presents upon the terms and provisions hereinafter contained.

Now, this indenture witnesseth as follows :-

- (1) In order to effectuate the said object of creating and establishing a Private Trust, the Settlor has delivered to made over to the Trustees a sum of Rs. 5.00 (Five) Crores only, with intend to part with all his right, title and interest claim therein and vest the same in the Trustees to have and to hold the same and the investment or investments for the time being representing the same and all other properties that may for the time being represent the trust estate together with all additions and accretions thereto and all accumulated income thereof and all other

Gyanendra Tripathi



property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as "**The Trust Fund**") for the objects and purposes and uses hereinafter with the powers and on the terms and conditions herein contained of and concerning the same.

(2) The name and style of the Trust shall be "**Assam Agitation Victims Welfare Trust**"

(3) **LOCATION OF OFFICE :**

The trustees may establish its office at such place within Guwahati as they may think fit.

(4) **THE OBJECTS OF THE TRUST SHALL BE :-**

- (i) To formulate and chalk out plans and programmes and schemes for rehabilitation of the Victims of Assam Agitation and their family members.
- (ii) To give, provide and / or render help and assistance in cash or kind to the victims and their family members.
- (iii) To give, provide and / or render help and assistance to and / or implement any Scheme formulated by the Trust for providing better education and care to the children of the victim person of Assam Agitation pursuing higher studies in any Government Institution.
- (iv) To grant, pay or give scholarship, stipend, prizes, rewards, or other financial assistance to help the victim person and their family members.

(5) **ACCEPTANCE OF FUND :**

The trust shall open a bank account in the State Bank of India, Assam Secretariat Branch, Dispur and deposit initially Rs. 5.00 (Five) Crores

*Cayanendra Tripathy*

only as provided by the Settlor of the Trust Fund. Any donations / contributions from the government or persons/ institutions and other accruals shall be deposited in the Trust Fund.

The trustees may accept any donation or contribution in cash or in kind from the government or any person, company, corporation, association, institutions or trust (including the Settlor or Trustees or any of them) for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions as they may at their absolute discretion think fit and which are not inconsistent with the objects of the Trust.

(6) **OPERATION OF BANK ACCOUNT :**

The account should be jointly operated by the Member Secretary and Treasurer of the Trust strictly in accordance with resolutions. The Under Secretary of the IAA Department shall act as Treasurer in ex-officio capacity.

(7) **FINANCIAL YEAR :**

The Financial Year of the Trust shall end on 31<sup>st</sup> March every year.

(8) **ACCOUNTS AND AUDIT :**

The Trustee shall cause true and accurate accounts to be kept of all money received and spent and all matters connected thereto or in relation to the carrying out of the objects and purpose of the trust as well as all assets, credits and effects of the trust properties in respect of every such financial year. The accounts of the Trust will be audited annually by a Chartered Accountant.

(9) **CARRY FORWARD OR TRANSFER OF FUND :**

If the income or accumulation of the Trust in a particular year is not fully utilized, the unexpected income subject to the applicable provisions of the Income Tax Act, 1961, shall be carried over to the

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next year or years and spent in such subsequent year or years for the advancement of any of the object of the Trust.

(10) **TRUSTEES' RESPONSIBILITIES :**

- (i) The Trustees may invest the Trust fund or portion thereof in any secured investment or convert, alter, vary, dispose of or transfer such investments from time to time for the benefit of the victims of Assam Agitation and their family members in furtherance of the objects and purpose of the Trust.
- (ii) The Trustees may pay all charges and outgoings legally payable by the Trustees in respect of the Trust and incur all expenses, costs, charges etc. incidental to the administration and management the trust.
- (iii) The Trustees may appoint Secretary, Manager, Lawyer, Solicitor, Auditor, Architect, Engineer, Surveyor, Consultant or other employees for the purpose of management or other purpose of the Trust.
- (iv) The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the Trust Estate and / or the Trust properties and to refer any such differences or disputes to arbitration.
- (v) The Trustees may join, co-operate and amalgamate the Trust created by the presents or any portion thereof with any trust or institutions having allied and / or similar object upon such terms as they may in their absolute discretion think fit.

*Cayananda Tripathi*

(vi) The Trustees may from time to time frame rules and regulations for carrying out the objects of the Trust and for managing the affairs of the Trust or otherwise and vary the same from time to time as the Trustees may in their discretion deem fit and proper.

(vii) The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them 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.

(11) **RESIGNATION :**

Any non-official trustee may retire at any time with prior intimation to the Chairman and the Member-Secretary of the Trust without being responsible for any costs occasioned by such retirement.

(12) **FILLING UP OF VACCANCIES :**

Any vacancy of non-official trustees caused due to such retirement or otherwise shall be filled up by a unanimous decision of the surviving trustees.

(13) **QUORUM :**

6 (six) Trustees including the Chairman at a meeting shall form a quorum for any meeting of the Trustees.

(14) **PLACE OF MEETING :**

All meeting of the Trust shall be held at such place and at such time as the Chairman of the Trust shall decide from time to time.

(15) **CONDUCT OF MEETING :**

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The Chairman of the Trust shall preside over the meeting of the Trust and in his absence the trustees present in the meeting shall choose one of the trustees as the Chairman to preside over the said meeting. The Chairman shall have a casting vote in case of a tie.

(16) **RESOLUTION :**

A resolution in writing circulated among all the trustees and signed 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.

(17) **NOTICE OF MEETING :**

Notice of meeting of the trustees shall be served on the trustees at least one week ahead of the meeting. Notice of meeting and all other communications may be sent to the trustees at their addresses registered for the time being in the records of the trust.

(18) **COMMUNICATION OF OPINION :**

A trustee who is unable to present in a meeting of the trustees may send his / her views on the agenda in writing and such expression of opinion shall be taken to be his / her vote on the matter concerned.

(19) **MINUTES OF THE PROCEEDINGS :**

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

(20) **ELIGIBILITY TO BECOME A TRUSTEE :**

No person being –

- (i) an undischarged insolvent; or

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- (ii) Convicted of an offence involving moral turpitude ; or
  - (iii) of unsound mind ; or
  - (iv) a minor,
- shall be eligible to be a trustee.

(21) **DISQUALIFICATION :**

A person shall cease to be a trustee in any of the following events :-

- (i) if he/she dies ; or
- (ii) if he/she becomes bankrupt ; or
- (iii) if he/she becomes insane or otherwise become incapable to act ;or
- (iv) if he/she resigns his office; or

(22) **REMOVAL :**

The trustee may, by unanimous vote of all the trustees for the time being, except the trustees proposed to be removed, remove any trustee from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to the trust or affairs of the trust and after arriving at a conclusion that for the reasons to be recorded in writing the continuance of the said trustee is not desirable keeping the objects of trust in view, giving him a reasonable opportunity of explaining his / her conduct or the charges leveled against him / her for his / her removal. The unanimous decision of the trustees in this behalf shall be final and binding and shall not be called in question anywhere.

(23) **EXTINGUISHING OF THE TRUST OR REVOCATION OF THE TRUST :**

*Cyanendra Tripathi*



The Trust may be extinguished or revoked when the Board of Trustees decides that the Trust has fulfilled its purpose and the decision is supported by unanimous vote of all the Trustees in agreement.

(24) **LIMIT ON TRUSTEES LIABILITY AND INDEMNITY :**

In the professed execution of the Trust and powers hereof, no Trustee shall be liable for any loss to the Trust property arising by reason of any investment made in good faith or for the negligence or fraud of any agent or employee, employed by him or her or by any other Trustee, although the employment of such agent or employees was not strictly necessary or expedient, or by reason of any strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustee, or by reason of any other matter or thing, except willful fraud or wrong act on the part of the Trustee who is sought to be made liable.

In witness whereof the Settlor and the Trustees have executed these presents on the day, month and year above mentioned.

In presence of: Signed and delivered by the Settlor at Guwahati

Witnesses:

1. Sri Jayanta K. Goswami  
 % Lt J. C. Goswami  
 Kailash Nagar, Tezpur  
 Santpur

2. Sri Robin Chandra Bzbarh  
 S/o Late Brahm Ram Bzbarh.  
 Sawkuchi, Lokhra  
 P.O. Sawkuchi: Ghy-40  
 P.S. Barisilha  
 Dist Kamrup (M)  
 Assam.

Signed and delivered by the Trustees at  
 Guwahati

1. Amanta Anura Same

Ceyanendra Tripathi

3. Dipankar Kumar Nath  
S/O Dilip Kumar Nath  
Vill/ P.O. Bakaitari, Goalpara

2. Arun Borah

4. Sankar Dyo ti Baruah  
S/O Dilip Baruah  
Vill/ 2 No Naaholia, Duliagan  
P.O - Naaholia  
786191

3. Aranya Neog

Phn No - 7399662049  
General Secretary (AASU)

4.

Jishan Barua

5. Gayamendra Dew Tripathy

6. Gurdit Singh Panesar

7. { a → Surendra Nath Sar.  
b → Chandra kanta Talukdar.

8. Sanjib Bhatia  
(DR SAMUJAL BHATTACHARYA)