### Morigaon Sub Registrar Office **FEE RECEIPT**

Receipt No:

NO-3201/2023/2776

Document Serial No:

2776/2023

Applicant Name:

Sanjib Saikia

Date of Presentation:

01/06/2023

Document Category:

TRUST

Sub-category:

Declaration

Various Fees paid (In Rupees): F Fee: 2000 /- G(b) Fee: 0 /- K Fee: 0 /- P Fee: 0 /-M(a) Fee: 0 /- M(b) Fee: 0 /- K(g)(b) Fee: 0 /- C(c) Fee: 0 /-

Registration Fee Paid (In Rupees): 0 /-

Seal & Signature of the Recipient (Office)

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Act, 1890 (Act ii of 1909) Schoole

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TRUST DEED

OF

INDUS EDUCATIONAL TRUST

of June, 2023 at Morigaon. This deed of trust would replace the "2005" Trust Deed for all practical purposes and for the furtherance of the aim and objectives of the Indus Educational Trust laid out herein

-AMONG-

SANJIB SAIKIA, son of Late Ganesh Ch. Saikia, aged about 63
years, resident of Jagiroad, P.O & P.S- Jagiroad, Dist- Morigaon,
Assam-782410,including its legal heirs herein after referred to as
the Settlor of the One Part.

The Se Armated on the Se Indus Academy

Secretary
Indus Academy
Jagiroad, Morigaon, Assay

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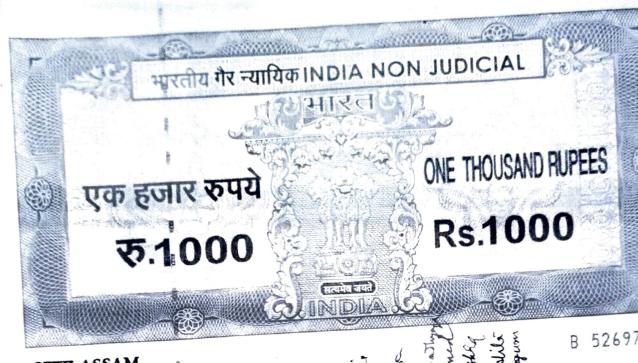
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HRISHIKESH KALITA, son of Birendra Nath Kalita, resident of Nizarapar, P.O & P.S- Jagiroad, Dist- Morigaon, Assam-782410.

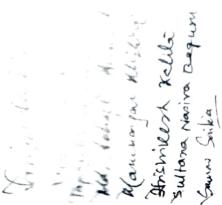
SULTANA NAJIRA BREGUM, Wife of Fazlur Rahman, resident of Syndicate Arena Apartments, Block Pinus, 4th Floor, P-04, 7. Roopkonwar Path, Chachal, Guwahati, Dist. Kamrup (M), Assam -781022

SAURAV SAIKIA, son of Sri Sanjib Saikia, resident of Jagiroad, P.O & P.S- Jagiroad, Dist- Morigaon, Assam-782410.

Herein after jointly referred to as TRUSTEES (which expression shall wherever the context so admits or requires to be deemed to include the said TRUSTEES for time being these presents in Lots allested office).

Jegiroad, Morigaon, Assam Indus Academy

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AND WHEREAS the settlors desire to establish a Trust for Educational Activity objects to serve mankind in general and the Propose of India in particular

And in order to effectuate his aforesact the settlor has set apart and handed over to the trust

a) Settlor one Mr. Sanjib Saikia has set apart and handed over to the trust the right to use immovable property (Non-Trasserate and Sans Ownership) owned by him under a separate lease deed for such purpose assets more depictly identified and described below-

"Plot of Land & Building covered by Dag No. 828 Patta no. 63, and buildings located at Silvanna Lagrand, Assam-782410".

b) Settlor two Mrs. Upama Saikia has set apart a sum of Rs 1,00,000/(One Lakhs Only) in Cash

**AND WHEREAS** the trustees have, at the request of Settlor, agreed to act as the trustees of these presents as testified by there been 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 this party

NOW THIS INDENTURE WITHNESSETH AS UNDER:

#### ARTICLE - 1 : NAME AND AREA OF OPERATION

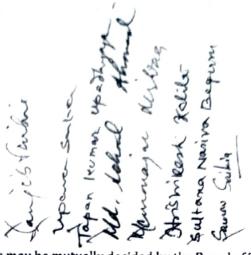
The Trust hereby constituted shall be known as "INDUS EDUCATIONAL TRUST" and its administrative office shall be situated at Silbhanga, Jagiroad, P.O &P.S- Jagiroad, Pin-782410 in the district of Morigaon (Assam) which, may be changed as and when the Trust considers it necessary to do so in top

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Resident No. 230066

Secretary

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light of its need as may be mutually decided by the Board of Trustees.

(ii) The area of operation of the Trust shall be whole of India.

#### ARTICLE - 2: OBJECTS OF THE TRUST

#### The objects of the Trust shall be as under:

#### A. MAIN OBJECTS:

An object of general public utility and benefiting the whole mankind are the characteristics of the Trust.

- (i) To setup Educational Institutes and carry educational activities for advancement of education in the country.
- (ii) To plan, promote and recognize meaningful, effective and quality education, in English Medium starting from Nursery Class to Senior Secondary Level having CBSE Course affiliated under CBSE, New Delhi and to start Colleges etc. in due course in the field of Arts, Science, Commerce, Law, Engineering, Medical Science and other relevant academic disciplines.
- (iii) To take over existing Education Institute operating in the name of "Indus Academy" at the same place and run by the trust named Indus Academy. Indus Educational Trust shall be solely responsible and capable of running the Indus Academy under the same name or any other name as permitted by the laws and affiliating Universities of India and decided by the management of the trust.

To hire services of expert groups / firms / trust / societies / companies / individuals for better management of services and development of curriculum and efficient running of operations

To setup and run day care facilities, hostels, boarding, etc. for students etc.

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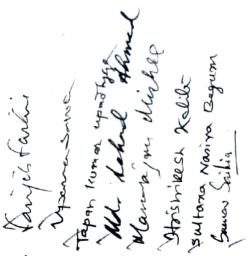


- To undertake vocational and other training activities development of employability and enhancement of skills of students.
- (vii) To create, setup or run facilities for promoting startups and promote self employment in the society
- (viii) To take up social events like blood donation, food distribution, clothes distribution etc. of the needy
- (ix) To erect, construct, and maintain, sell/lease, mortgage, transfer, improve, manage and/or develop all or any part of the property/ building of the Trust for attainment of Aims and objects of the Trust.
- (x) To arrange and organize social, cultural, educational and child welfare programs/activities from time to time.
- (xi) To help, assist and provide sound education to the children of all communities irrespective of their race, religions, cast or creed in general and to prepare them to become mature and responsible citizens of the country through the all-round physical intellectual, academic, mental and spiritual development based on values derived from the life.
- (xii) To arrange and organize spiritual, cultural, motivational or any such other event for the general benefit of the students and general public and not restricted to any caste, creed, race or religion.
  - To purchase construct, the building, hostels, houses or structures and/or modify, renovate the building or alter such existing buildings as may be necessary for the purpose of the Trust and to maintain such building in good condition.
- (xiv) To preserve, promote Indian Culture, heritage, values through conduct of events, seminars, tours, publish materials in the form of literature etc.
- (XV) To promote sports activities by developing play grounds, sports clubs, indoor

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(xiii)

Secretary
Indus Academy
Jegiroad, Morigaon, Assam



stadium etc by purchasing, leasing, licensing or any other mode of acquisition of space or facility.

#### B. ANCILIARY OBJECTS.

- (i) To receive and collect any gift subscriptions and donation either in cash or in any kind and spend the same in fulfillment of all or in any of the aims and objects of the Trust. The income and property(s) of the Trust shall be applied solely for the promotion and fulfillment of the aims and objects of the Trust provided if any donor intends that the contributions donations or subscriptions shall be applied to attain any particular objects of the Trust such contributions donations and subscriptions shall be spent towards the promotions of that particular objects only.
- (ii) To receive ownership of assets of the Indus Academy whether or not being used for the purpose of education and deploy the same for the purpose of education or other objects of the trust.
- (iii) To receive financial assistance (in the shape of loan or otherwise) from Government, Non- Government organizations, banks or any other legal entity or individual on reasonable terms and conditions and with or without consideration but subject to approval by the Board of Trustees.
- (iv) To accept donations, grants, presents and other offerings (in the shape of movable or immovable properties) and the same shall be utilized by the promotion of aims and objects of the Trust.

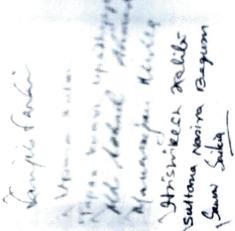
To raise funds and resource for the attainment of any of the aims and objects of the Trust by all lawful means including investment of the funds, donation, fund raising campaigns, cultural programs, sponsorship, sale of literature, property development, rent from the building etc.

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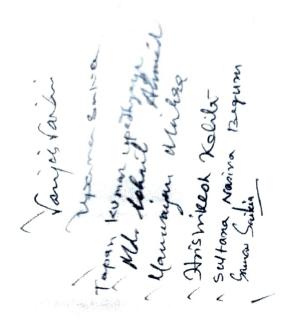
- (vi) To conduct research in the listory, cultural affairs and other discipline with different sales to education.
- To publish books, charts, journals, magazine, periodicals, newspapers and other published different subjects and in different languages.
- (viii) To make correspondences in manner to solve the problems of the trust like recognition of the institutions engaged by the above Trust.
- To open a bank account Seeds Account / Current Account) with Nationalized/Co- operated bank /Small Finance Bank or any commercial bank recognized by Reserve Bank of India for day-to-day operations of the Trust
- (x) To invest money in the form of loans, debentures, funds etc. as may be decided by the Board of Trasses from time to time in the interest of the Trust.

#### ARTICLE - 3 - FUND OF THE TRUST

- (i) The fund of the trust shall be kept in a separate Bank account in the name of the trust which shall be maintained with any Nationalized/Co-Operative/Private Bank and shall be operated in such manner as decided through a resolution passed by the Board of Trustees of the trust in the board meeting.
- The Board of Trustees may at their discretion invest monies and funds of the Trust in Bank Deposits, Government Securities, movable & immovable assets and Other Bonds and Debentures etc.

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## ARTICLE - 4: TRUSTEES & BOARD OF TRUSTEES

- The Settlors along with the trustees appointed through this deed of trust shall (i) be the trustees and form the Board of Trustees of the trust.
- The Settlor one be the Chairman and shall have term until retirement/ death (ii) etc. Such Chairman shall have the power to allocate role and responsibility, appoint Secretary, Treasurer of the trust, etc. and delegate powers to execute agreement or act on behalf of the trust.
- The settlor may appoint trustee for better management and the furtherance (iii) of the aims & objectives of the trust
- In case of vacancy in the office of Chairman, a legal heir of the Settlor will be (iv) selected as the Chairman.
- The Board of Trustees shall have the power to amend, alter or incorporate (v) the objects of the deed by calling a Board Meeting and approval by forming majority from the available members in such board meeting and the minimum quorum of such meeting shall be 4. However, the change in objects shall be subject to provision of Indian Trust Act, Income Tax Act & any other law applicable for the time being in force in India.

The Board of Trustees shall have the power to appoint employees for the work of the trust

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committee shall be as valid and effectual as a Resolution duly passed at a meeting of committee

- (iv) There shall be minimum Two (2) meetings of board of trustees in a year and the minimum quorum for a meeting shall be 4
- (v) A register of proceedings of every board meeting shall be kept and preserved by the trust. The Secretary of the Board of Trustee shall be the custodian of these records.
- (vi) The Board of Trustees may from time to time frame rules for the conduct and regulations of the meetings of members.

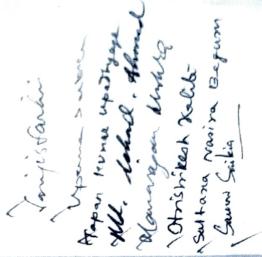
#### **ARTICLE - 6: AUDIT AND ACCOUNTS**

(i) The accounting year of the Trust shall generally be the financial year ending on 31st March every year. On the 31st day of March every year a general account shall be taken of all the assets and liabilities of the Trust and receipt and payment account, income and expenditure account for the whole year and a balance sheet as on 31st March shall be prepared and shall be passed by the Board of Trustees. The accounts of the Trust shall be audited annually by Chartered Accountant appointed by the Trustees for the purpose and in accordance with Income Tax, 1961 as well as any other law in force. The Treasurer of the Board of Trustee shall be the custodian of these records.

The Board of Trustees if found suitable to comply with the Laws of Land may adopt any other period as financial year but such period shall not be less than 12months.

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#### ARTICLE - 7: MISCELLANEOUS

- (i) Any movable property acquired by the Trust shall always be in the name of the Trust only.
- (ii) In case of any difficulty, ambiguity or confusion in regard to interpretation of any of the recitals of the deed, the decision given by the Board of Trustees shall be final.
- (iii) The Board of Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept
- (iv) The Board of Trustees will not be entitled to receive any remuneration, but the Board of Trustees may reimburse themselves all expenses actually incurred by them in connection with the trust or their duties & services relating thereto.
- (v) The beneficiaries of the Trust are public at large and not specific individual.
  - (vi) The provisions of the Indian Trust Act, 1882 shall apply to this Trust in case where this deed of trust does not make any express provision thereof.
- (vii) The jurisdiction of the trust shall be Morigaon / Guwahati for the purpose of any dispute/arbitration

#### **ARTICLE -8: DISSOLUTION OF THE TRUST**

In the case of dissolution of the Trust, the movable assets owned by the trust of the Trust shall be handed over to some Charitable Trust/ Institutions which having similar aims & objects as decided by the Settlor / Chairman as the case may be.

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#### ARTICLE - 9: IRREVOCABILITY CLAUSE

 It is expressly provided and agreed that the trust created by this Deed of Trust is irrevocable.

**IN WITNESS WHEREOF** the parties hereto have set their hands hereunto respectively the day and year first here-in-above written.

SETTLOR
1. Varjis Varini

2. Upoma Sula

WITNESSES:

1. Jubayer Rohmon

S/0: Late Fazher Rahman

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# Photogram of all the Parties

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	Sanjib Saikia Settlor	Party/Witness Type	Thumb	Index	Midal		
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Article 4 Affidavit

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APPENDIX-IV

#### **AFFIDAVIT**

Milation No. I, SANJIB SAIKIA, S/O- Ganesh Saikia, aged about- 63 Yrs, Chairman of the Indus Educational Trust running the Indus Academy, do hereby solemnly affirm and sincerely state as follows:

CBSE Affiliated

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- 1. That, Indus Educational Trust is a registered Society/Trust under the Indian Trust Act, 1882.
- 2. That, the Indus Educational Trust is of Non-Propoetary Character.
- 3. That the school is being run as a community service and not as a business and that commercialization does not take place in the school in any manner whatsoever.
- 4. That, no part of income from the institution is being and will be diverted to any individual in the Trust/Society/Company/School Management Committee or to any other person/entity. The saving, if any, after meeting the recuiring and non-recurring expenditure and contributions to developmental, Depreciation and contingency funds, will be further utilized for promoting the school and extending the cause of education in the same school only.
- 5. That school is not paying any charges towards using name motto logo or any other non-academic activities to any other institution, organization or body.
- 6. That the school will not open classes under CBSE pattern particularly class IX/X/XI/XII and will not use CBSE name in any manner without obtaining affiliation.

7. That the Principal and Correspondent/Manager of the school have individually gone through the provisions contained in the affiliation & examination byelaws and the circulars issued by the Board from time to time. The school undertakes to abide by the provisions contained in the affiliation & examination byelaws, directions issued from time to time and the law of the land.

8. That the school will ensure compliance of all statutory requirements like EPF, ESI and Labour Laws etc. with respect to the school and staff of the school.

9. That the school will ensure that the Building Safety. Fire Safety. Water Safety. Health and Hygiene certificates are being issued or renewed by the concerned municipal or state authorities from time to time as per the prescribed term.

NOTARY 10. That the school will ensure that all required infrastructure is Diet. Morgeon, Assemblaid with the school before starting classes.

That the school will ensure that sufficient number of qualified teachers as per the provisions contained in affiliation bye-laws are available with the school before starting classes.

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That the school will follow the provisions related to fee contained in affiliation bye- laws and will disclose the details of the fee to the students/parents every year before start of session without resorting to any hidden charges in the heads of the fee.

- 13. That the school will not coerce any student/parent to buy books/stationary/uniform from any particular shop.
- 14. That the school shall strive to make efforts for conservation of environment.
- 15. That the school will ensure that the school fulfills all essential requirement before applying for affiliation and will fulfill all other conditions post affiliation and comply with all the general rules as given in the affiliation byelaws or notified from time to time.
- 16. That the school will not start CBSE pattern classes without submitting a commencement certificate to the effect that the school has complied with all the conditions imposed by CBSE and the post-affiliation conditions contained in affiliation byelaws along with general rules.

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Indreswar Rajbangshy
NOTARY
Dist. Morigaon, Assam
Date

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