



असम ASSAM

A=10/-

Manik Ch. Borthakur
 Shri Karun Ch. Lahkar
 Kaushal Ginoria
 Dilip Sarmah
 Manik Kr. Deb
 Mantu Sarmah
 Bidyut Sarmah

Admissible under Act-XVI of
 1969 correctly stamped.
 Exempted from Stamp duty.
 Under the Imp. an Stamp Act
 (Act of 1898) Assam
 Amendment '984 M. 1967

C 774464

Shri Registrar
 Sarupathar
 10/10/17

TRUST DEED

This DECLARATION OF TRUST made at Sarupathar on this day of 9th Oct/2017 by

- (1) Shri Manik Ch. Borthakur, Son of Late Nogendra Nath Borthakur having PAN No AEVPB0326F residing at ward no1, Sarupathar Town in district of Golaghat, Assam.
- (2) Shri Karun Ch. Lahkar Son of Late Ananta Lahkar having PAN No AAZPL8947Q residing at ward no-2, Sarupathar Town in district of Golaghat, Assam.
- (3) Shri Kaushal Ginoria Son of Shri Shiv Prasad Ginoria having PAN No. AGVPG3193K residing at ward no-4, Sarupathar Town in district of Golaghat, Assam.
- (4) Shri Dilip Sarmah, Son of Shri Dambarudhar Sarmah having PAN No. BERPS5502K residing at ward no-3 Sarupathar Town in district of Golaghat, Assam.
- (5) Shri Manik Kr. Deb, Son of Late Jogendra Ch. Deb having PAN No. AGRPD0254G, residing at ward no 02, Sarupathar Town in district of Golaghat, Assam.
- (6) Shri Mantu Sarmah Son of Shri Powal Sarmah having PAN No. CNMPS3596N residing at Gondhakorai Gaon, in district of Golaghat, Assam.
- (7) Shri Bidyut Sarmah Son of Shri Pulin Ch. Sarmah having PAN No. CMUPS1835B residing at ward no-3 Sarupathar Town in district of Golaghat, Assam.



অসম ASSAM

C 774465

HERE IN AFTER called the SETTLERS of the trust WHEREAS the settlers have created on17, a CULTURAL, SOCIAL AND CHARITABLE Trust of public nature as per the terms orally agreed upon with contribution of Rs. 1000/- each by settler.

AND WHEREAS the said trust has been named as “SHIRDI SAI CULTURAL, SOCIAL AND CHARITABLE trust (Shirdi Sai Baba Trust, “Sarupathar”.

AND WHEREAS to increase and attain the objectives of the Trust registration under The Income Tax Act, 1961 has become necessary.

AND WHEREAS oral Trust is not acceptable by the Income Tax Authority for registration and as such written Trust instrument has become necessary.

AND WHEREAS settlers and Trustees have agreed to bind themselves by the act done in terms of oral trust till the date of execution of this deed.

AND WHEREAS settlers and trustees have agreed upon to shorten its name for smooth compliance of various formalities like obtaining Pan no, Rubber Stamp of the Trust etc.

AND WHEREAS terms and conditions so agreed upon in oral trust by the settler and trustees are being reduced in writing today as under:

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS

- (1) This trust shall be named and known as “SHIRDI SAI CULTURAL, SOCIAL AND CHARITABLE TRUST”
- (2) The Registered Office of the Trust shall at present be located at Sarupathar, Assam-785601. The Board of Trustees may, however by resolution decide to have branch office(s) at various places and also change the place of the registered office by resolution of the board of trustees.



असम ASSAM

C 774466

Manik Chatterjee
 Smt. Karmabandhu
 Kamal Chatterjee
 Dilip Samal
 Mani Kumar
 Manu Sarma
 Bidyut Sarma

(3) The OBJECTS OF THE TRUST are:-

- (a) To propogate and spread the preachings of SHRI SAI BABA OF SHIRDI
- (b) To develop, construct and maintain place of worship of SHRI SAI BABA. The place of worship shall be open to people of all faiths and religions.
- (c) To purchase or to take on lease plots of land or buildings or to receive as Gift or Donation of Land and / or Building or to construct, maintain, renovate, repair, takeover buildings for running for Spiritual Centres, Dharamshalas, Ashrams, Rest Houses, Community Halls and Halls for conducting the courses, debates, lectures etc for public functions from time to time for free of cost or for a nominal rent for maintenance.
- (d) To promote, propogate and research into Indian Philosophy of various schools of thought and also offer opportunities for research and development in Arts and Science.
- (e) To provide academic background for persons to serve as pundits, vidwans, harikatha exponents and the like and to encourage and assist them financially or otherwise.

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

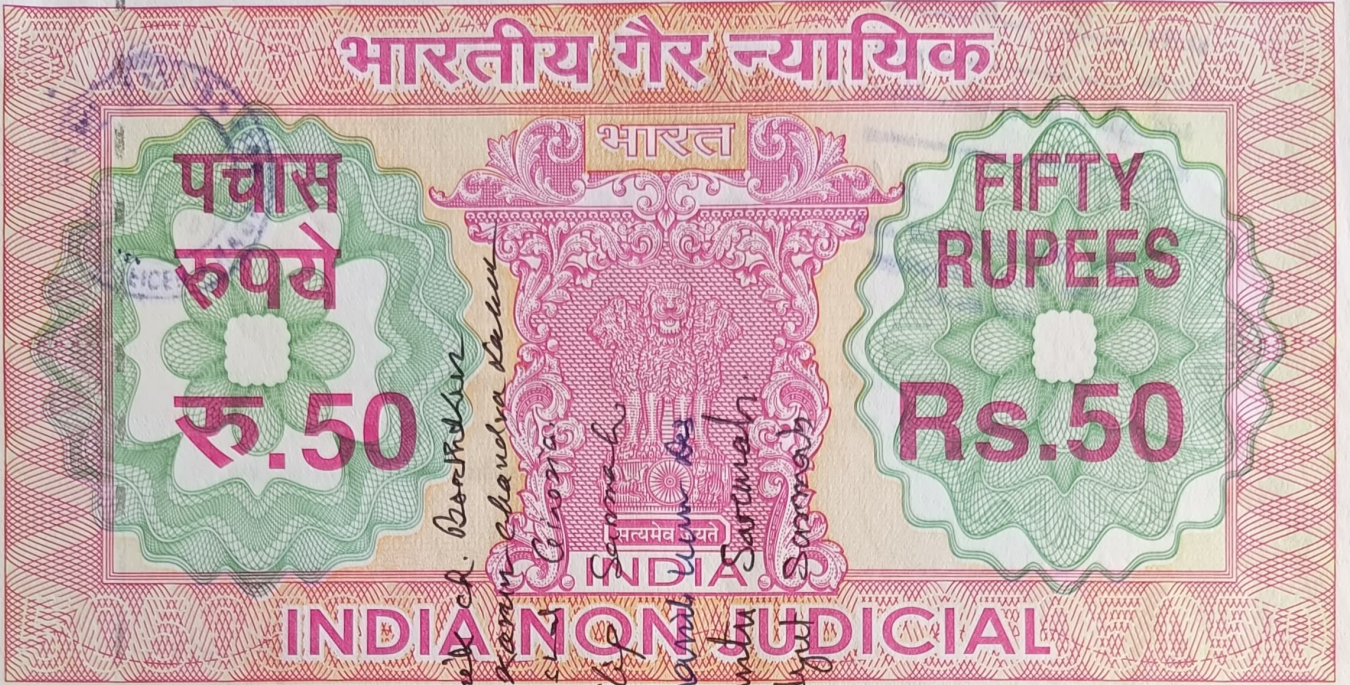
INDIA NON JUDICIAL

असम ASSAM

D 518712

Mousik Choudhury
 Sri Ranjan Choudhury
 Kameshwar Das
 Dilip Kumar
 Manoj Kumar
 Manoj Kumar
 Bidyut Sarma

- (f) To institute and award, scholarship and grant financial assistance for study to all poor persons deserving help and encouragement and to help families to give better education to the children by way of purchasing books and stationery and paying school fees as well as for higher studies.
- (g) To open, found, establish, promote, maintain, restore, run and develop, grant donations and otherwise help and aid Schools, Colleges, Universities, Institutions in the field of Fine Arts, Literature, Institutions imparting Technical, Vocational and industrial subjects, Museums, Research institutions, Health Centers, Hospitals, Community-centers, Dharmasalas, Auditoriums, Guest house, Wells, Deep tube-wells, Tanks, Roads, Play grounds, Parks, Gymnasiums, Bathing ghats, Poor Houses, Orphanages, Old Age Homes, widow homes and other like institutions with Public Service as motive and without profit motive.
- (h) To undertake any programe or programmes of rural, semi-urban and urban development including any programme for promotion of the social and economic welfare of or upliftment of the public in above areas;
- (i) To accept donations, gifts, presents and grants either in cash or kind for the purposes of the above Trust.
- (j) To establish, maintain, run, develop, improve, extend grant, donate and to aid and assist in the establishment of hospitals, clinics, dispensaries and similar institutions affording treatment, care, rest and other facilities for alleviating the sufferings of humanity.
- (k) To print, publish Classical, Devotional, Philosophical, Literary and other unique rare works in Indian or Foreign Languages including Video and Audio materials and also publishing periodicals.



असम ASSAM

D 518713

Manish Ch. Borah
 Sri Ram Chandra Kumar
 Koushik Choudhary
 Dilip
 Sarmita
 Manu Sarma
 Bidyut Sarma

- (l) To open run, promote and maintain Libraries and Reading Rooms.
- (m) To conduct feeding of Poor and / or to give food, clothing or cash grants to the poor without any distinction for any cast or creed or religion or to grant relief to the people in distress affected by natural and other calamities such as Earthquakes, Floods, Famine, Cyclone, Storm, Accident, Draught, Epidemic, Fire etc and other such causes and to grant donations for the support of the inmates of Orphanages, Rescue homes and similar institutions and Societies.
- (n) To help for preservation of animals and birds.
- (o) To open, run and maintain Yoga Centre, Physiotherapy and such like centers.
- (p) To donate to similar organizations with similar objects.
- (q) To encourage exchange of views and interaction by organizing seminars, conferences, meetings, get-togethers for the aforesaid objects.
- (r) To undertake any other charitable work for the benefit of general public as the trustees may in their sole discretion think fit.
- (s) To do generally all such other things and matters as are conducive to the general objects of the spiritual nature and public utility and charity.

Manik Ch. Borthakur
Shri Karun Chandra Deb
Kaushal Ginoria
Dilip Sarmah
Manik Kumar Deb
Mantu Sarmah
Bidyut Sarmah

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(4) The above objects are independent of each other and the Board of Trustees may from time to time apply the funds of the trust in carrying out all or any one or more of the aforesaid object.

(5) FUNDS:-

The following shall be sources of the funds of the Trust:-

- (a) The CORPUS created by the Settlers.
- (b) Donations, Endowments, gifts, presents and grants either in cash or in kind from persons towards Corpus or General Fund from time to time.
Explanation: "Person" means individual/Firm/Company/ Corporation /Trust/Co-operative Society/society or any other legal obligation.
- (c) Any other method as may be determined by the Board of Trustees

(6) BOARD OF TRUSTEES:-

- (a) There shall be a Board of Trustees to administer, control and manage all matters relating to the Trust.
- (b) The Board of Trustee shall comprise of minimum three members and maximum of seven members.
- (c) The FOUNDER members of Board of Trustees shall be as follows:-
 - (i) Shri Manik Ch. Borthakur, Son of Late Nogendra Nath Borthakur
 - (ii) Shri Karun Ch. Lahkar Son of Late Ananta Lahkar
 - (iii) Shri Kaushal Ginoria Son of Shri Shiv Prasad Ginoria
 - (iv) Shri Dilip Sarmah, Son of Shri Dambarudhar Sarmah
 - (v) Shri Manik Kr. Deb, Son of Late Jogendra Ch. Deb
 - (vi) Shri Mantu Sarmah Son of Shri Powal Sarmah
 - (vii) Shri Bidyut Sarmah Son of Shri Pulin Ch. Sarmah

Manick Ch. Bantekar
Srikanth Chakrabarti
Kanchal Ghoshia
Dilip Samal
Srinivasa Das
Manjunath Sarma
Bidyut Samal

(7)

All the above FOUNDER Trustees are the first trustees and shall hold office for life time or until they resign or disqualified.

- (d) In the event of any of the first or subsequent trustees ceasing to be a trustee by reasons of death, resignation or any other reason as herein his/her eldest descendant of the said trustee shall automatically become the trustee in place of the abovementioned one.
- (e) The Trustees may appoint from time to time one or more Trustees as additional Trustees to hold office for such period as may be determined at the time of appointment subject to the maximum number of members of Board of Trustee as per sub-clause 6(b) above.
- (f) Any vacancy in the office of the Trustees above mentioned or their successors by death, resignation or otherwise may be filled up by co-opting a suitable person by other Trustees and who shall hold office up to such time as may be decided by the Board of Trustees.
- (g) A. Trustee may be removed by the Board of Trustees if it considers that the activities of such Trustee are detrimental to the interest of the Trust Provided, however, no trustee can be removed under this provision unless.
- i. Such Trustee is apprised of precise charges against him/her and is give proper opportunity to explain his/her case;
 - ii. The resolution removing his/her is passed at least by 3/4th (three fourth) majority of the Trustees present in that meeting.
- (h) A trustee shall cease to be a trustee in the following events
1. If he/she dies
 2. If he / she resigns
 3. If he / she resigns
 4. If he / she is adjudged an insolvent
 5. If he / she renounces faith in SHRI SAI BABA OF SHIRDI
 6. If he / she is removed under sub clause (g) above
 7. If he/she retires due to completion of his/her tenure.

(8)

Manik Ch. Borthakur
Shri Karun Ch. Lahkar
Kaushal Ginoria
Dilip Sarma
Srenith Kumar Das
Mantu Sarma
Bidyut Sarma

(7) MANAGING TRUSTEE/CHAIRMAN:-

- (a) There shall be Managing Trustee, from amongst the members of the Board of Trustee, who shall be chief functionary of the Trust.
- (b) The tenure of the Managing Trustee shall be three years with the provision for re-election.
- (c) The election of Managing Trustee shall take place before the expiry of the term with one month clear notice to all the members of the Board of Trustee. The Managing trustee shall be elected by simple majority of the quorum. Such meeting shall be of not less than three members of the Board of Trustee.

✓ Shri Manik Ch. Borthakur shall be the First Managing Trustee of the Trust.

- (d) The "Managing Trustee" shall also be known as "Chairman" of the Trust President of the Oral Trust will henceforth be known as Managing Trustee or Chairman for all the purposes of The Trust.

(8) ADMINISTRATION:

- (a) The Board of Trustee may appoint one of the Trustees as Secretary of the Trust who will exercise such powers as may be delegated by Managing Trustees or by the Board of Trustees. The tenure and procedure of election of secretary shall be the same as specified above in case of Managing Trustee/Chairman Shri Karun Ch. Lahkar shall be the First Secretary of the Trust.
- (b) There shall be a Financial Trustee know as "Treasurer" from amongst the Members of the Board of Trustee, who shall maintain accounts of the Trust. The tenure and procedure of election of Treasure shall be the same as specified above in case of Managing Trustee/Chairman Mr. Kaushal Ginoria shall be the First Financial Trustee/treasurer of the Trust.
- (c) The Treasure shall arrange for the maintenance of correct books of accounts for receipts and payment and asset and liabilities of the Trust. He shall arrange to have the books of accounts of the Trust to be closed on 31st March of every year. Income and Expenditure statement of the year ended on that date and Balance sheet as on that date shall be prepared. Such account shall be audited /certified by the Chartered Accountant to be appointed by the Board of Trustees every year at such remuneration as fixed by the board.

(9) FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES

- (i) The Board of Trustees shall have full power to take all decisions by adopting resolutions
- (ii) In all the matters pertaining to the Trust the decision of the majority of the trustees present and voting shall be final and in case of equality of votes the Managing Trustee shall have a casting vote. It shall be competent however for the trustees to decide matters by circulation.

*Moujib ul Bari Siddiqui
Dr. Kamal Chaudhary
Kamrul Ginoobi
Dilip Sarma
Anand Kumar Des
Mantra Sarma
Bidyut Sarma*



iii.

Subject to the control, direction and superintendence of the Board of Trustees, the Managing Trustee shall have all and every power for the purposed of properly managing conducting and administering the affairs of Institutions and establishment conducted by the Trust. The Managing Trustee shall apprise the Board of Trustees of all the major decisions taken by him/her.



iv.

The Auditors of the Trust shall be appointed by the Board of Trustees on such fees and remuneration as may be decided by the Board.



vi.

The Board of Trustees may decide the Nationalised or scheduled Bank/ Banks with whom the Trust may open and operate saving, current or deposit or other account. The account in the name of the Trust or such fund as Trust may decide from time to time be opened and operated jointly by Managing Trustee/Chairman or Secretary and Treasurer of the trust.



vii.

The Board of Trustees shall have power and shall be entitled to collect recover and receive dividends, rents and other income of trust (hereinafter called the trust income) and to pay out all taxes, rates, easements, expenses and outgoing for collection in respect thereof and for the management of the trust and for administering and carrying out the trust thereof.



viii.

That the Board of Trustees is free to invest all moneys which shall require investment in any manner as they think proper/permissible under the operative national laws and Taxation laws. However, they shall not invest/deposit with any person/firm/company etc. The Board of Trustees is entitled to change one form of investment into another form as and when they deem it fit. The Board shall have power to sell any existing asset or raise loan on the mortgage or charge of such asset.



ix.

The Board of Trustees at any time and from time to time may borrow money as well as sell, mortgage, assign, transfer or let on lease for any period however long or otherwise dispose of and deal with Trust estate including any immovable properties comprised therein or any part there of either by public auction or by private contract and on such terms and conditions as the Board or Trustees think fit.



xii.

The Board of Trustees shall have power to apply for and obtain grants from the government, local authorities or other authorities banking companies firms, individuals, Trust and Institutions on such terms and conditions as may be agreed by the board.

That the accounting year of the Trust shall be the financial year so as to meet the requirement of the Income Tax Laws.

That the management expenses of the Trust shall be reimbursed from the Trust fund.

That the Board of Trustees is empowered to appoint or dismiss employees and also to determine the terms and conditions of the service of the employees.

Manick C. Borah
Sri Kanchana Das
Kamal Girma
Dilep Samath
Srinikumar Das
Mantra Sarma
Bidyut Sarma

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- xiii. The Board of Trustees shall have full power to compromise or compound all actions, suits and other proceedings and all differences and demands and to refer any such difference or demand to arbitration and to adjust settle and approve all account relating to the trust estate and to execute release and to all other things relating there to without being answerable or accountable for any loss occasioned there by.
- xiv. The Board of Trustees shall confirm to the provisions of the Indian Trust Act 1882 in respect of all matters not expressly provided for herein.
- xv. The Board of Trustees may from time to time frame or prescribe any additional rules/ bye laws and/or amend, modify, add to and delete such rules/ bye laws for carrying out the objects of the Trust. With the approval of at least four members of the Board of Trustees the board may make amendments for carrying out the objects of the Trust.
- xvi. The trustees shall not draw any remuneration or honorarium for the services rendered but may reimburse themselves of expenses actually incurred by them in connection with the works of the trust or their duties relating thereto.
- xvii. The Trustees shall take necessary steps to meet the requirements of FCRA 1976 so as to enable it to receive foreign donations.
- xviii. The income and funds of the trust shall be solely utilized towards the objects of the trust and no portion will be utilized for payment to members of the Board of Trustees by way of profit.

(10) MEETING OF THE BOARD OF TRUSTEES:

- i. All the meeting of Board of Trustees will be held at such place and time as the Managing Trustee may, from time to time decide.
- ii. Notice of the meeting of the Board of Trustees and all other communication may be sent to the TRUSTEES at their respective address registered for the time being in the records of the trust.
- iii. The quorum shall be 3(three) Trustees in all the meeting of the Board of Trustees.
- iv. The Manager Trustee shall by a notice convene a meeting of the Board of Trustees.
- v. The Managing Trustee shall, upon a requisition in writing signed by 4 (four) of the Trustees specifying the object for which the meeting is to convened, convene a meeting of the Board of Trustees. If the Managing Trustee fails to call such a meeting within a fortnight from the date of serving of such requisition, the Trustees making such requisition may themselves convene a meeting of the Board of Trustees within a month thereafter but no business other than what is specified in the resolution shall be transacted at such meeting.

Witnesses -

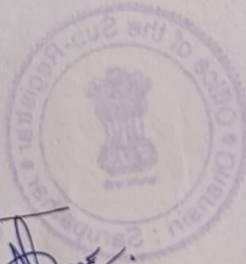
1. Sri Ratul Meha.

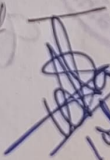
C/O: Sri Madhab Ch. Meha.
Sarupathar town, ward no-4

2. Biplob Sarma

C/O: Pulim Ch. Sarma
Sarupathar town, ward no-3











































Drafted by




18/10/17
Md. A. R. Chowdhury
Advocate
Dhansiri: Sarupathar
Golaghat (Assam)

Photograph and Finger Print of all the Parties

Document Deed Type : TRUST
Document Registration Type : Office
Document Reference No. 518/2017

| Picture | Name | Party/Witness Type | Thumb | Index | Middle | Ring | Little |
|--|-------------------------|--------------------|---|--|---|---|---|
|  | Shri Manik Ch Borthakur | 1st party |  |  |  |  |  |
|  | Shri Karun Ch Lahkar | 1st party |  |  |  |  |  |
|  | Shri Kaushal Ginoria | 1st party |  |  |  |  |  |
|  | Shri Dilip Sarmah | 1st party |  |  |  |  |  |
|  | Shri Manik Kumar Deb | 1st party |  |  |  |  |  |
|  | Shri Montu Sarmah | 1st party |  |  |  |  |  |
|  | Shri Bidyut Sarmah | 1st party |  |  |  |  |  |



असम ASSAM

Admissible under Act-XVI of
1989 correctly stamped.
Exempted from Stamp duty,
Under the Indian Stamp 1899
(Act-II of 1898) Assam
Amendment 1984 No

A 436682

No. Noe/14/2491/2018-1438
Dt. 14/12/2018
A 24/08

Sub-Registrar
Sarupathar

16/2/18

DEED OF SALE

This DEED OF SALE is made on this 16th day of February 2018 Between :-
SRI PULIN SARMAH, S/O - Lt. DAMBARUDHAR SARMAH, resident of
Sarupathar Town, P.O. & P.S. - Sarupathar, Dist - Golaghat, Assam, (Hereinafter
called the First Party/Seller) of the one part :

AND

SHRIDI SHAI CULTURAL SOCIAL AND CHERITABLE TRUST, Executed by President,
Situated at No. 1 Tengahola Gaon, P.S - Barpathar, Dist- Golaghat, Assam, (Hereinafter
called the Second Party/Purchasers) of the Other part.

Contd.....p/2

Mutation
allowed
Jan
20/2/18



असम ASSAM

A 436683

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WHEREAS the seller is the sole and absolute owner of a plot of land measuring 01 Bigha, 01 Katha, Covered by Dag No. 316, Patta No. 166, of No. 1 Tengahola, under Barpathar Mouza, Dist. Golaghat, Assam, which is described more in details in the schedule hereunder -

WHEREAS the Seller has offered to sell the said land to the purchaser and the purchaser has accepted the offer made by the seller and both the parties have fixed Rs. 1,20,000/- (One Lakh Twenty Thousand Only) as the right price of the said plot of land.

That, the purchaser has paid 1,20,000/- (One Lakh Twenty Thousand only) in cash as price of the said land to the seller on this day the receipt of which is duly acknowledged by the seller

That, on receipt of the said amount of money, the seller has sold transfer and handed over the below-described plot of land to the purchaser absolutely along with all movable property attached thereon.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

That, the seller shall have no right or claim in any manner over the said plot of land hereafter

That, the purchaser being the owner of the said plot of land shall possess, cultivate, use, receive any benefit there from and shall be at liberty to sell and hand over it to any third party in future.

That, the purchaser shall get the land mutated in his/her/Cheritable Trust name as per rules and procedure by the Govt. authority concerned.

Contd....p/3



असम ASSAM

A 436699

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That, the seller shall not have any objection if the land is mutated in the name of the purchaser hereafter.

THE SCHEDULE REFERRED TO ABOVE :-

A plot of land measuring 01 Bigha, 01 Katha, Under Dag No - 316, covered by P.P. No - 166, Class of Land - Dhalatia, situated at No. 1 Tengahola Gaon, Mouza - Barpathar P.S. - Barpathar, Under Sarupathar Revenue Circle, Dist. Golaghat, Assam.

Contd...p/4



असम ASSAM

D 332531

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WITNESSES :

1. Sushil Sharmna
S/o Lt Roti Kanta Sharmna
vill. Nahotrani
Mouza - Sarupathaitte
Dist - Golaghat
2. Sre Nabojit Borah.
S/o Sri Mukunda Madhab Borah.
Bonpabhajan Gam.

Sri Pulin Sarma
.....
SIGNATURE OF THE SELLER

Manik Ch. Borahkar

President
SHIRDI SAI CULTURAL SOCIAL &
CHARITABLE TRUST
.....
SARUPATHAR

SIGNATURE OF THE PURCHASER

(Shridi Shai Cultural Social And Cheritable Trust)

Typed to my draft :

M.Ahmed
(M.Ahmed) 16/2/18

Deed Writer/L No- 47

Dhansiri, Tarani, Sangha.



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B 089265

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BOUNDARIES OF THE LAND :-

- East by : Sellers Land
- West by : Romes Kakoti.
- North by : Bimal Borua.
- South by : PWD Road.

Contd...p/4

Document Details Report

Document Reference No.

147/2018

- Document Details
- Party Details
- Witness Details
- Land Details
- Deed
- Biometric

Photograph and Finger Print of all the Parties

Document Deed Type : SALE
 Document Registration Type : Office
 Document Reference No. 147/2018

| Picture | Name | Party/Witness Type | Thumb | Index | Middle | Ring | Little |
|---------|--|--------------------|-------|-------|--------|------|--------|
| | Md M Ahmed | Drafter | | | | | |
| | Sri Sushil Sarmah | Identifier | | | | | |
| | Shridi Shai Cultural and Social Cheritable Trust | Purchaser | | | | | |
| | Shri Pulin Sarmah | Seller | | | | | |
| | Sri Sushil Sarmah | Witness | | | | | |
| | Sri Nabajit Borah | Witness | | | | | |