

Maharaja Agrasen Research & Service Foundation



TRUST DEEDS

**SUPPLIMENTARY (AMMENDED) DEED OF
TRUST**

made on this the 16th day of DECEMBER, in the year 2011

In pursuant to the resolutions dated 22nd day of November, 2009, passed in the Extra Ordinary General Meeting of SILIGURI JAYCEES, SILIGURI allowing the TRUSTEES of Siliguri Jaycees Research And Service Foundation to amend, and or to alter, and or to add, and or to delete, and or to modify any of the provisions of The Memorandum and Articles of the TRUST DEED and also in pursuant to the resolutions passed on January 12, 2010 in the Extra Ordinary Meeting of the TRUSTEES of Siliguri Jaycees Research And Service Foundation, Siliguri and accordingly the provisions in the Memorandum and Articles of the TRUST DEED were amended, and or altered, and or deleted, and or added, and or modified, as aforesaid, The TRUST DEED is a written and registered instrument registered in the Office of the District Sub-Registrar, Jalpaiguri being the document No. I-2835 dated 20th day of April, 1986 in Book No. I Vol. No. 26 From page 155 to 178.

NOW THIS SUPPLIMENTARY DEED OF TRUST

BETWEEN

Sri Santosh Kumar Agarwala son of Late Jitha Lal Agarwala residing at S.F. Road, P.O.& P.S. SILIGURI, Dist: Darjeeling, West Bengal hereinafter referred to as the "SETTLOR" of the ONE PART .

AND

1. Sri Shyam Lal Agarwala, S/o. Sri Motilal Agarwala.
2. Sri Kanai Lal Mitruka, S/o Sri Sitaram Mitruka.
3. Sri Bishwanath Agarwala, S/o Sri Gouri Shankar Agarwala.
4. Sri Bijay Kumar Agarwala, S/o Sri Hanuman Das Agarwala.
5. Sri Vijay Somani, S/o Late Manohar Lal Somani.
6. Sri Sushil Bansal, S/o Sri Amar Chand Bansal.
7. Sri Anand Agarwala, S/o Sri Deoki Nandan Agarwal.
8. Sri Narendra Agarwala, S/o Sri Radha Kishan Agarwala.
9. Sri (Dr.) R.K. Agarwala, S/o Sri Keshar Deo Agarwala.
10. Sri Jagdish Bhupal, S/o Late Pokar Mall Agarwala.

All are residing at P.O. & P.S. SILIGURI, Dist: Darjeeling hereinafter collectively referred to as the TRUSTEES" and each one of them for the time being and from time to time appointed and/or hold office under these presents and their survivor or successor or successors in office of the OTHER PART.

WHEREAS THE SETTLOR above named had/had been desirous of creating and establishing a public charitable TRUST and as such the Settlor herein had written a TRUST DEED for the purpose and objects as mentioned in the TRUST DEED, as aforesaid, the same was registered in the Office of the District Sub-Registrar , Jalpaiguri being the document No. I-2835 dated 20th day of April, 1986 in Book No. I Vol. No. 26 From page 155 to 178. (Hence this Supplementry (Amended) TRUST DEED and these shall be read together with the main TRUST DEED, as aforesaid, Being document No. I-2835 of the year 1986.)

AND WHEREAS THE SETTLOR above named had settled a sum of Rs.1000/= (Rupees one thousand only) as a fund,

AND WHEREAS THE SETTLOR above named had settled the assets and properties mentioned in the Schedule hereunder,

SCHEDULE OF THE PROPERTY

All that piece and parcel of the land measuring 0.81 (Point eight one) decimal appertaining to Plot No. 74 (Seventy Four) comprised in Khatian No.173/10,173/31 and 173/22 of Mouza: Binnaguri, Paragna: Baikunthapur , Jl.No.3, Sheet No.17,P.S. Rajganj (Now Bhaktinagar), District : Jalpaiguri (West Bengal) with a specific boundary annexed with the original TRUST DEED being the TRUST DEED No. I-2835 Written in Book No. I Vol. No. 26 Pages from 155 to 178 dated 20th day of April, 1986 registered in the office of the District Sub-Registrar , Jalpaiguri in favor of the TRUSTEES upon TRUST with a view to give effect to his desire of creating and establishing a TRUST for the purpose of construction of a Charitable Hospital and or for any such charitable purpose and for undertaking other charitable activities for the benefit the public, for the objects set out in this TRUST DEED, as aforesaid, and for fulfillment of which, the terms and conditions of the Memorandum and Articles of the TRUST DEED as aforesaid, had been amended, and or altered, and or modified, and more particularly set out hereunder in this supplementary (Ammended) TRUST DEED and these shall be read together with the main TRUST DEED, as aforesaid.

AND WHEREAS the **TRUSTEES** at the request of the **SETTLOR** had agreed to act as the **TRUSTEES**.

NOW THIS SUPPLIMENTARY (AMMENDED) INDENTURE WITHESSTH AS FOLLOWS:-

In order to effectuate the said desire the SETTLOR did settle and make over unto the TRUSTEES the Sum of Rs.1000/= (Rupees one thousand only) and above mentioned land to have and hold the same and the investment for the time being representing the same and other sums of properties that may from time to time from part of the TRUST Fund property and the income, benefits and receipts there from unto the TRUSTEES upon the TRUST, and with and subject to the powers, provisions and declaration hereinafter contained and concerning the same , which are as follows:-

N A M E

1. The name of the TRUST shall be **“MAHARAJA AGRASEN RESEARCH AND SERVICE FOUNDATION”***1

O B J E C T S

2. The main objects for which the TRUST fund is established are to run hospital/nursing home, other medical relief, education, other relief of the poor, and for such other purposes as mentioned hereunder:-

(a). To establish, maintain and grant aid or other financial assistance to a hospital, nursing homes, maternity homes, clinics, charitable dispensaries, sanatoria and other establishment for giving medical relief to the poor, sick and infirm persons:

(b). To establish, maintain and grant aid financial assistance to homes, orphanages or establishments for relief of and to give help to the poor and destitute people, orphans and widows and otherwise to provide for them;

(c). To establish and/or help educational institution and grant scholarship and other help to student and institutions for help of students;

(d). To establish, maintain and grant aid or other financial assistance to leper asylum or other institutions for the treatment of leprosy;

(e). To establish, maintain and grant aid or assistance to libraries & reading rooms for the convenience of the public.

(f). To establish, maintain & grant aid or other financial assistance to relief measures in these parts which are or to become subjected to natural calamities and national disaster.

(g) To establish, maintain & grant aid or other financial assistance for the betterment of maintaining green and pollution free environment.*2

*1 It has been Amended that the Name of the TRUST shall be “Maharaja Agrasen Research And Service Foundation” instead of “Siliguri Jaycees Research And service Foundation”.

*2 A new clause in the Objects has been Inserted.

BOARD OF TRUSTEES

3. The TRUST shall be administered by the Board of TRUSTEES which shall not be less than two and more than Thirty One. But the maximum number of Board TRUSTEES may be increased by the consent of 2/3rd majority of the all the TRUSTEES (i.e. both Nominated and Appointed). The present TRUSTEE/TRUSTEES shall be called "Nominated TRUSTEES" and other TRUSTEES Shall be called "Appointed TRUSTEES".*³

3(a). The Nominated TRUSTEES in the initial stage and then both the nominated and the appointed TRUSTEES shall be entitled to appoint such person/persons at their discretion as appointed TRUSTEE/TRUSTEES provided that their appointment is approved in the board of TRUSTEES meeting and finally in the general meeting of all the TRUSTEES.*³

4. The nominated TRUSTEES for the time being shall be entitled to appoint such person / persons at their discretion as appointed TRUSTEE / TRUSTEES, provided that at no time the total number of the TRUSTEES shall exceed six hundred, but may be increased as per the decision of the nominated and appointed TRUSTEES by 2/3rd majority. *⁴

5. The TRUSTEES shall not function if at any time their number is less than two save for the purpose of appointing such number of TRUSTEES as shall make up the deficiency.

6. In the event of nominated TRUSTEE ceasing to be a TRUSTEE, the remaining TRUSTEES shall be entitled to appoint any person of their choice to fill the vacancy. Such a TRUSTEE for all purpose shall be regarded as a TRUSTEE nominated by the Settlor.

*³ This Clause has been Amended vide Resolution in one of the General Meeting.

*⁴ This Clause has been Amended vide Resolution in one of the General Meeting.

7. Before assuming office or taking part in any Meeting a newly appointed TRUSTEE shall give consent in writing to act as such TRUSTEE. A TRUSTEE shall be deemed to have consented in case he attends any General Meeting of the TRUST and sign the attendance book or does any act as a TRUSTEE after being so nominated or appointed.

8. Any TRUSTEE may by two months notice in writing to the Chairman or Secretary or all other TRUSTEES for the time being, retire from the office of a TRUSTEE or any office held by him in respect of the TRUST and on expiry of two months from the date of receipt of the notice he shall cease to be a TRUSTEE or hold the office as aforesaid.

9. A person ceases to be a TRUSTEE in any of the following events:-

a) If he dies:

b) If he becomes insolvent;

c) If he became insane or otherwise incapable to act;

d) If he retires; or

e) If he goes permanently to reside out of India.*⁵

10. The Board of TRUSTEES shall have the power to appoint such office bearer of the TRUST, Viz. Chairman, Treasurer, Secretary, and Etc. from amongst themselves but for the maximum period of two years. After the expiry of two years the said office bearers need to be elected or selected again.

10. a) Appointment of the office-bearers to the Board of Trustees will be by way of rotation and that no one shall remain in one particular office for more than one term, i.e. for a period of two years unless he/she ceases to be a member of the Board of Trustees or a Trustee of the Trust/Foundation.

*⁵ Clause (9) has been Amended & 9 (b) & (9) (g) has been Deleted.

The election of the Board of Trustees will be held at the end of every two years i.e. two months before the expiry of the term of the existing office bearers and for this purpose, a three member election committee headed by a Chairman shall be constituted for the smooth conduct of the election of the Board of Trustees and such election committee will be constituted two months before the tentative election schedule. The Election Committee will formulate rules and regulations for the smooth conduct of the election and shall have power to announce the date and schedule and election results thereof. ^{*5a}

MEETINGS AND RESOLUTIONS OF THE TRUSTEES

OR BOARD OF TRUSTEES:

11. a) All meetings of the Board Of TRUSTEES will be held at such place as the board of TRUSTEES may from time to time decide.
- b) Notice of the Meeting of the board of TRUSTEES and all other communications may be sent to the board TRUSTEES at their respective addresses registered for the time being in the records of the TRUST.
- c) The quorum of board of TRUSTEES shall be of 1/3rd of the total Board TRUSTEES in all the meetings of the Board of TRUSTEES.
- d) The Chairman, or 2/3rd board of TRUSTEES may by a notice in writing convene a meeting of the Board of TRUSTEES. The Chairman shall upon a requisition in writing signed by the 2/3rd board of TRUSTEES specifying the object for which the meeting is to be convened, convene a meeting of the Board of TRUSTEES. If the Chairman fails to call such a meeting within seven days from the date of service of such requisition, The TRUSTEES making such requisition may themselves convene a meeting of the Board of TRUSTEES within seven days thereafter but no business other than what is specified in the requisition shall be transacted at such meeting. ^{*6}

^{*5a} Clause (10)(a) has been Amended vide Resolution in General Meeting held later on.

^{*6} It has been Amended that the chairman, or 2/3rd board of TRUSTEES may by a notice in writing convene a meeting of the Board of TRUSTEES.

e) Seven days notice shall be given for any meeting of the TRUSTEES or board of TRUSTEES. In case of emergency in the opinion of the Chairman, a meeting may be held after giving 24 hours notice. Notice shall specify the date, hour, place and agenda of the meeting.

f) The TRUSTEES shall hold at least 4(four) meetings of the Board of TRUSTEES in a given accounting period, i.e at-least one in each quarter.*⁷

12. a) The Chairman of the Board will preside over all the meeting of the Board. In the absence of the Chairman, Vice Chairman shall preside at such meetings, and in the absence of the Vice Chairman, the TRUSTEES present will choose one from among them to preside at such meetings. *⁸

b) Every TRUSTEE shall have one vote in any meeting and the decision of the TRUSTEES shall be that of the majority of the members present. In case of equality of votes the Chairman of the meeting shall have a second or casting vote.

c) Resolutions passed and entered in the Minute Book on any matter relating to the TRUST shall be conclusive evidence of the facts and matters duly noted therein.

d) A minute Book shall be kept at the office of the TRUST for time being or with such TRUSTEE or TRUSTEES as the Board of TRUSTEES MAY DECIDE wherein shall be recorded the proceedings of the meetings of the Board of TRUSTEES and it shall be open to the inspection of the TRUSTEES only. *⁹

*⁷ It has been Amended that the TRUSTEE shall hold at least 4 (four) meeting of the Board of TRUSTEE in a given accounting period.

*⁸ It has been Amended that In the absence of the Chairman, Vice Chairman shall preside at the meetings.

*⁹ It has been Amended that the inspection of the minute book can be done by the TRUSTEE only.

TRUSTEES' OFFICE AND VESTING OF PROPERTY

13. On a new TRUSTEE being appointed and on his giving the consent as provided in Clause 7 thereof the TRUST Property shall vest in him along with other TRUSTEES for the time being and he will be entitled to carry out all the duties and functions of the TRUST as a TRUSTEE and it shall not be necessary to make or execute any formal transfer of assets in his favour.

F U N D

14.a) The Funds and properties movable or immovable of the TRUST shall vest in the TRUSTEES holding office as such for the time being.

b) The TRUSTEES will keep such sum of money as they consider proper in current or fixed deposit account in any of the scheduled Banks;

c) The two out of three TRUSTEES specifically being Chairman, Secretary and Treasurer appointed among and by the Board of TRUSTEES shall jointly operate and/ or close any account of the TRUST with any or Bank or Bankers, withdraw interest or principal on any securities or any other investment made of the said funds, and to give receipts, releases and discharges of the same. ^{*10}

POWER OF THE TRUSTEES

15. For the furtherance of the objects of the TRUST, the TRUSTEES will have the following powers:- ^{*11}

(a) The TRUSTEES will be at liberty to invest the full of TRUST fund or any portion thereof in manner provided hereby but shall be chargeable only for such Moneys, stocks, shares, TRUSTEE shall be answerable or accountable for neglect, default, act or omission or commission 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 deposited or kept.

^{*10} It has been Amended that the two out of three TRUSTEES specifically being Chariman, Secretary and Treasurer appointed shall jointly operate and/ or close any account of the TRUST with any or Bank or Bankers.

^{*11} The provisions of clause no. 15 has been deleted, altered, amended and/or modified.

(b) The TRUSTEES may accept any donation or contribution in Cash or kind from any person or persons for furtherance of the objects of the TRUST or any one or more of them upon such terms and conditions if any as they may in their absolute discretion think fit, not inconsistent with the objects of the TRUST.

(c) The TRUSTEES may take over any literary, charitable, cultural, artistic or public charitable institution on such terms as they think fit and may manage such institution.

(d) The TRUSTEES may invest the TRUST Fund either in the purchase of immovable property, debentures, & fixed deposits with Banks, Financial Institutions and/or in such investments as are authorized by the Indian TRUST Act, 1882. The Charitable and Religious TRUST Act, 1920, on such terms as the TRUSTEES may think proper with 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 for others of the same or of like or different nature.

Provided also that the corpus of the TRUST may remain invested in shares of Companies or loans due from firm or firm's individuals or Companies if the donation/subscription to the TRUST has been made by the donor in the above form or forms.

(e) The TRUSTEES may erect buildings, constructions and sheds of any sheds of any material or design and may enter into all contracts, execute all deeds and documents necessary for the same and otherwise.

(f) The TRUSEES may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the TRUST ESTATE and may carry out repairs to be done to the same and keep the same insured against loss or damages by fire or any other type of insurances, risk and may incur on behalf of the TRUST and pay all other costs, charges and expenses of and incidental to the administration and management of the TRUST Estate and the properties for the time being belonging to the TRUST as they may in their absolute discretion think fit.

(g) The TRUSTEES shall have full power to institute defend, prosecute, compromise or compound all actions, suits and other proceedings and all differences and disputes touching the TRUST Estate and/or the TRUST properties and to refer any such action suits proceeding and differences relating to the TRUST Estate and /or the TRUST Properties to arbitration and to do and execute all necessary acts, deeds and things in that connection without being liable or answerable for any loss occasioned thereby.

(h) The TRUSTEES may frame schemes and rules and regulations including rules for election of TRUSTEES and office-bearers, for the carrying out of the objects of the TRUST (and for the carrying out of the objects of the TRUST), and for the management and running of any institution established run or aided by them, for managing the affairs of the TRUST and otherwise for giving effect to the objects and purposes of the TRUST and to vary the same from time to time.

(i) The TRUSTEES may appoint and dissolve committees or subcommittee and delegate such of its powers to the committees or sub-committees so appointed as they may in their sole discretion think fit. Persons who are not TRUSTEES may also the members of such committees or sub-committees.

(j) The TRUSTEES may employ servants , Agents , Attorneys, Lawyers, Auditors, Officers, Doctors, Nurses and Contractors and other staff for managing the affairs of and in furtherance of the objects of the TRUST and pay them such salaries, emoluments, bonus, annuity, wages and delegate to them such power or powers as the TRUSTEES may in their sole discretion think fit.

(k) Any TRUSTEE may subject to the approval of Board of TRUSTEES delegates in writing all or any of the powers under these presents to his nominee who will be entitled to exercise such powers or powers in the same manner as the TRUSTEE himself could do personally.

16. The receipt of the Secretary or Chairman of the TRUST or any other person authorized by the Board of TRUSTEES for any other persons authorized by the Board of TRUSTEES for any moneys, Stocks, Funds shares, Securities or Investments paid delivered or transferred to them in execution of the TRUST or power hereof shall effectually release and discharge the persons of persons paying, delivering or transferring the same there from and from seeing or from being bound to see to the application or being answerable for the loss or mis-application thereof.

A C C O U N T S

17. The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and 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 fund and draw the Receipts and Expenditure and other accounts and a balance sheet at the end of every year (to be decided by the TRUSTEES) and cause the same to be audited by a Chartered Accountant.

ACCOUNTING YEAR:

18. The accounting year of the TRUST shall be the year ending on 31st March i.e. 1st April of one year to the 31st March of the succeeding year unless changed by two-thirds majority.*¹²

REGISTERED OFFICE:

19. The registered office of the TRUST shall be situated at Siliguri, Dist. Darjeeling, West Bengal unless changed by the TRUSTEES by two-thirds majority.

*¹² It has been Amended that the accounting year of the TRUST shall Start from 1st April and end on 31st March.

WINDING UP:

20. The TRUSTEES may by an unanimous vote of the TRUSTEES and also with the written consent of the Settlor and Founder TRUSTEES, wind-up the TRUST in accordance with law and on such winding up may hand over the moveable and immovable property(s), if any of the TRUST to any other TRUST or institution having allied or kindred objects.

GENERALS:

21. The TRUST created hereby is irrevocable.

22. It is expressly declared that no part of the TRUST property or its income shall be applied out of India or for any purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly.

L E G A L

23. The TRUST shall sue and be sued in the name of its Chairman.

AMENDMENTS

24. a) While this TRUST shall be irrevocable, the Board of TRUSTEES may amend any of the clauses except those relating to objects of the TRUST, the First Managing TRUSTEE and First TRUSTEES, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least 2/3rd (two-third) majority of the Board of TRUSTEES present and voting. The amendments to the TRUST DEED can only be passed by a resolution of the Board of TRUSTEES in an actual meeting and not by circulation.*¹³

*¹³ This Clause has been Added.

b). If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds and these shall be read together with the main TRUST DEED.*¹³

The amendment / alteration / modification / addition / deletion of any clause / sub clause in the Trust Deed will be effected by registering a supplementary (amended) Trust Deed. The same will be read with the main Trust deed and such supplementary (amended) Trust deed will be registered in the office of the Additional District Sub-Registrar, Rajganj (Jalpaiguri) and the Chairman, the Secretary and the Treasurer of Maharaja Agrasen Research & Service Foundation, Siliguri are jointly empowered to register the same .*^{13a}

25. That any Trustee making a specific amount of donation to the corpus of the trust will be a permanent invitee to the Board of Trustee Meeting but without voting rights. *¹⁴

26. That Sri. Santosh Kumar Agarwal, Settlor of the Foundation be appointed as Trustee mark of respect to the settlor of the Foundation. *¹⁵

*¹³ This Clause has been Added.

*^{13a} This Clause has been Amended vide Resolution in General Meeting held later on.

*¹⁴ This Clause has been Amended vide Resolution in General Meeting held later on.

*¹⁵ This Clause has been Amended vide Resolution in General Meeting held later on.

In WITNESS WHERE OF the SETTLOR has hereto subscribe his hand and also the first TRUSTEES in token of acceptance by them of the office of TRUSTEES have subscribed their hands and seal the day, month, and year first above mentioned.

Witness:-

- Manoj Kr. Sharma
S/o Sri S. N. Sharma
1. S.F. Road, Siliguri-734005
P.O. + P.S. Siliguri, Dist. Darjeeling
2. Sushil Kumar Verma
S/o Sri Krishana Verma
Shivajee Road Khatapara
P.O. Siliguri - Dist Darjeeling
3. Rajesh Kumar Agam
S/o Sri Harid Lal Agam
Nehru Road
P.O. + P.S. - Siliguri
Dist - Darjeeling

1. Shyam Lal Agam
2. Kamal Lal Khatola
3. Bishmal Agam
4. Bijay Kumar Agam
5. Vijay Kumar Agam
6. Sunil Kumar Agam
7. Anand Kumar Agam
8. Nand Kumar Agam
9. Rishi Agam
10. Jyoti Agam
(FIRST TRUSTEES)

1. S. R. Agam
SETTLOR

Drafted by me,

Rajesh Kumar Agam
Advocate / Siliguri

Enrollment No - F/119/384/98.

Drafted by me and typed in my office








Jitendra Mittal

(CA. Jitendra Mittal)

Chartered Accountant : Siliguri

M. No. 058378

EXECUTANT SHEET










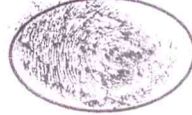
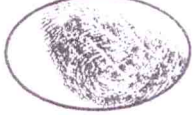
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 Signature with date 12/12/11

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 Signature with date

CLAIMANT SHEET

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Shyam Lal Agnani
16/12/11

Signature with date
(Presentant)

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Ram Lal Watar
16/12/11

Signature with date
(Presentant)

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Birimal Agnani

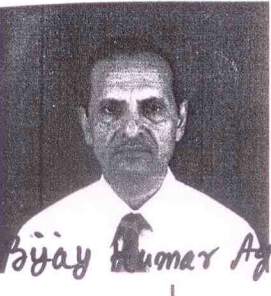

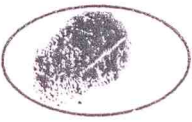


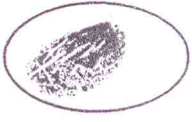
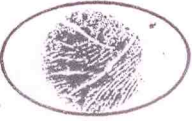




Signature of R.O.

Signature with date
(Presentant)

Signature with date












16.12.11

CLAIMANT SHEET

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 Bijay Kumar Agrawal						
						










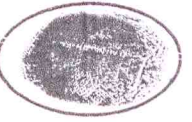
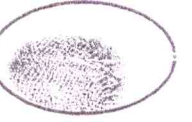
Bijay Kumar Agrawal
16/12/11

Signature with date
(Presentant)

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 Viraj Kumar Senani	Left Hand					
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Viraj Kumar Senani
16/12/11

Signature with date
(Presentant)

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 Sushil Kumar Bansal	Left Hand					
	Right Hand					












Sushil Kumar Bansal 16/12/11

Signature with date
(Presentant)

Signature of R.O.









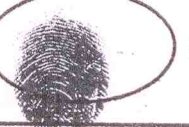


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CLAIMANT SHEET

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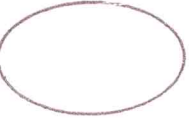
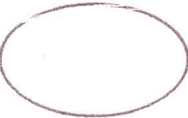
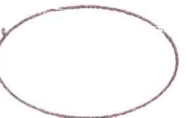






Anand Kumar Agaswala

Signature with date 16/12/11
(Presentant)

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Anand Kumar Agaswala

Signature with date 16/12/11
(Presentant)


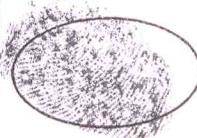

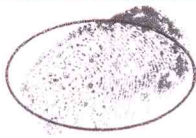


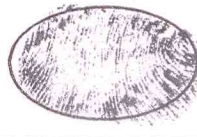



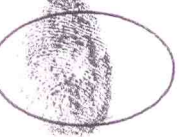
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Signature of R.O.

Signature with date
(Presentant)

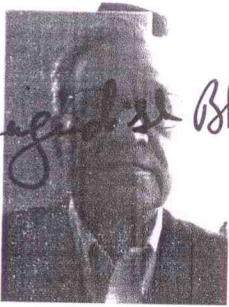


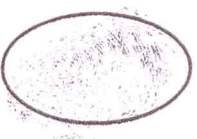

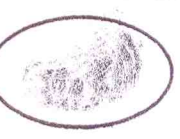
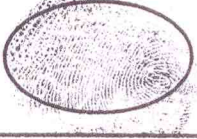



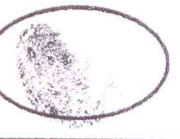
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CLAIMANT SHEET

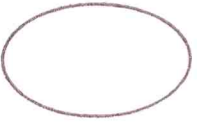
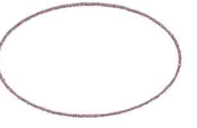
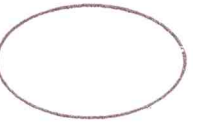
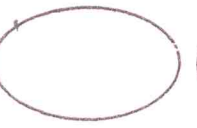
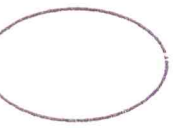
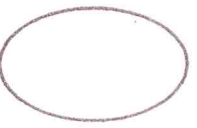
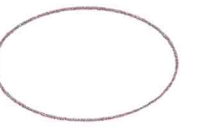
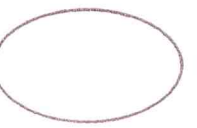
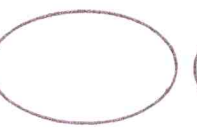
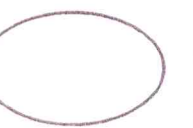
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Rajagopal / 16/12/11

Signature with date
(Presentant)

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	Right Hand					

Jagdish Bhambhani
Signature with date
(Presentant)

PHOTO Full Sig. Of the person		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
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Signature of R.O.

Signature with date
(Presentant)






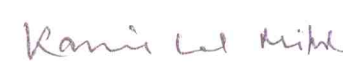





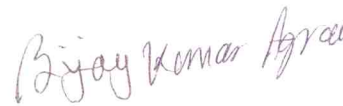
Signature with date

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. RAJGANJ, District- Jalpaiguri
Signature / LTI Sheet of Serial No. 07774 / 2011, Deed No. (Book - IV , 00448/2011)

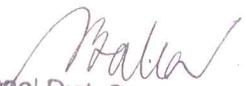
Signature of the Presentant

Name of the Presentant	Signature with date
Sri Santosh Kumar Agarwala	

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shyam Lal Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self		 LTI	
			20/12/2011	20/12/2011	
2	Kanai Lal Mitruka Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self		 LTI	
			20/12/2011	20/12/2011	
3	Bishwanath Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self		 LTI	
			20/12/2011	20/12/2011	
4	Bijay Kumar Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self		 LTI	
			20/12/2011	20/12/2011	













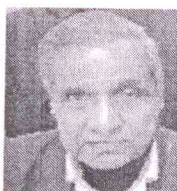


Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

20 DEC 2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. RAJGANJ, District- Jalpaiguri
Signature / LTI Sheet of Serial No. 07774 / 2011, Deed No. (Book - IV , 00448/2011)

Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Vijay Somani Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Vijay Kumar Soma
6	Sushil Bansal Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Sushil Kumar Bansal
7	Anand Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Anand Kumar Agarwa
8	Narendra Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Narendra Kumar Agarwa
9	R. K. Agarwala Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Rajendra Kumar Agarwa
10	Jagdish Bhupal Address -Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self	 20/12/2011	 LTI 20/12/2011	Jagdish Bhupal

Additional Dist. Sub-Registr.
Raiganj, Jalpaiguri




20 DEC 2011



(Narayan Chandra Saha)
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Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
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Signature / LTI Sheet of Serial No. 07774 / 2011, Deed No. (Book - IV , 00448/2011)

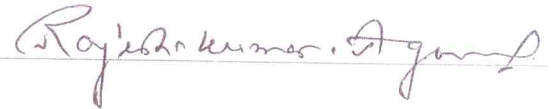
Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
11	Santosh Kumar Agarwala Address -S. F. Road, Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri	Self		 LTI	
			20/12/2011	20/12/2011	

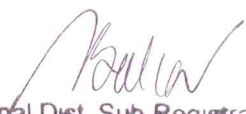
Name of Identifier of above Person(s)

Rajesh Kumar Agarwal
Neheru Road, Thana:-Siliguri, District:-Darjeeling,
WEST BENGAL, India, P.O. :-Siliguri

Signature of Identifier with Date






Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

20 DEC 2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A. D. S. R. RAJGANJ
District:-Jalpaiguri

Endorsement For Deed Number : IV - 00448 of 2011
(Serial No. 07774 of 2011)

On

Payment of Fees:

On 20/12/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 64A of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7/-, on 20/12/2011

(Under Article : ,E = 7/- on 20/12/2011)

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.35 hrs on :20/12/2011, at the Office of the A. D. S. R. RAJGANJ by , Sri Santosh Kumar Agarwala , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 20/12/2011 by

1. Sri Shyam Lal Agarwala, son of Sri Motilal Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
2. Sri Kanai Lal Mitruka, son of Sri Sitaram Mitruka , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
3. Sri Bishwanath Agarwala, son of Sri Gour Shankar Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
4. Sri Bijay Kumar Agarwala, son of Sri Hanuman Das Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
5. Sri Vijay Somani, son of Late Manohar Lal Somani , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
6. Sri Sushil Bansal, son of Sri Amar Chand Bansal , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
7. Sri Anand Agarwala, son of Sri Deoki Nandan Agarwal , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business



Narayan
Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

20 DEC 2011

(Narayan Chandra Saha)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

20/12/2011 15:21:00



Government Of West Bengal
Office Of the A. D. S. R. RAJGANJ
District:-Jalpaiguri

Endorsement For Deed Number : IV - 00448 of 2011
(Serial No. 07774 of 2011)

8. Sri Narendra Agarwala, son of Sri Radha Kishan Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
 9. Sri(dr) R. K. Agarwala, son of Sri Keshar Deo Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
 10. Sri Jagdish Bhupal, son of Late Pokar Mall Agarwala , Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
 11. Sri Santosh Kumar Agarwala, son of Late Jitha Lal Agarwala , S. F. Road, Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
- Identified By Rajesh Kumar Agarwal, son of Sri Nand Lal Agarwal, Neheru Road, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste: Hindu, By Profession: Advocate.

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR



Narayan
Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

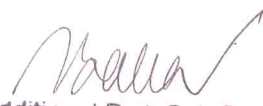
20 DEC 2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 1
Page from 4697 to 4726
being No 00448 for the year 2011.




Additional Dist. Sub-Registrar
Raiganj, Jalpaiguri

20 DEC 2011

(Narayan Chandra Saha) 20-December-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. RAIGANJ
West Bengal



DEED OF TRUST

This Deed of Trust made on this the 30th day of December 1985

BETWEEN

Sri Santosh Kumar Agarwala son of Late Jitha Lal Agarwala residing at S.F. Road, P.O.& P.S. SILIGURI, Dist: Darjeeling, West Bengal hereinafter referred to as the “SETTLOR” of the ONE PART .

AND

1. Sri Shyam Lal Agarwala, S/o. Sri Motilal Agarwala.
2. Sri Kanai Lal Mitruka, S/o Sri Sitaram Mitruka.
3. Sri Bishwanath Agarwala, S/o Sri Gouri Shankar Agarwala.
4. Sri Bijay Kumar Agarwala, S/o Sri Hanuman Das Agarwala.
5. Sri Vijay Somani, S/o Late Manohar Lal Somani.
6. Sri Sushil Bansal, S/o Sri Amar Chand Bansal.
7. Sri Anand Agarwala, S/o Sri Deoki Nandan Agarwal.
8. Sri Narendra Agarwala, S/o Sri Radha Kishan Agarwala.
9. Sri (Dr.) R.K. Agarwala, S/o Sri Keshar Deo Agarwala.
10. Sri Jagdish Bhupal, S/o Late Pokar Mall Agarwala.

All are residing at P.O. & P.S. SILIGURI, Dist: Darjeeling hereinafter collectively referred to as the Trustees” and each one of them for the time being and from time to time appointed and/or holding office under these presents and their survivor or successor or successors in office of the OTHER PART.

WHEREAS THE SETTLOR is desirous of establishing a trust Fund with the aforesaid Trustees as the First trustees for the objects hereinafter mentioned and for the benefits of the general public and to settle the sum of Rs.1,000/- (Rupees One thousand only) and All that piece and parcel of the land measuring 0.81 (Point eight one) decimal appertaining to Plot No. 74 (Seventy Four) comprised in Khatian No.173/10,173/31 and 173/22 of Mouza: Binnaguri, Paragna: Baikunthapur , JI.No.3, Sheet No.17,P.S. Rajganj, District : Jalpaiguri (West Bengal), within a specific boundry given in the map of purchased deed No. 6613 dt. 28.07.65 of the settlor from Kabir Md. & Others. Registered at Sadar Regd. Office, Jalpaiguri and as such the settlor become the sole, absolute and exclusive owner-in-possession of the aforesaid land from the date of such purchase and have got right, title and interest therein having permanent heritable and transferrable interest therein and the said land is in khas, actual and physical possession of the Settlor at the date of these presents free from all encumbrances.

AND WHEREAS the **Trustees** at the request of the **SETTLOR** have agreed to act as the **Trustees**.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-

In order to effectuate the said desire the SETTLOR do hereby settle and make over unto the Trustees the Sum of Rs.1000/= (Rupees one thousand only) and above mentioned land to have and to hold the same and the investment for the time being representing the same and other sums of properties that may from time to time from part of the Trust Fund property and the income, benefits and receipts there from unto the Trustees upon the Trust, and with and subject to the powers, provisions and declarations hereinafter contained and concerning the same , which are as follows:-

N A M E

1. The name of the TRUST shall be **“SILIGURI JAYCEES RESEARCH AND SERVICE FOUNDATION”**

O B J E C T S

2. The objects for which the Trust fund is established are hospital, other medical relief, education, relief of the poor, and for such purposes:-

(a). To establish, maintain and grant aid or other financial assistance to a hospital, nursing homes, maternity homes, clinics, charitable dispensaries, sanatoria and other establishment for giving medical relief to the poor, sick and infirm persons:

(b). To establish, maintain and grant aid or other financial assistance to homes, orphanages or establishments for relief of and to give help to the poor and destitute people, orphans and widows and otherwise to provide for them;

(c). To establish and/or help educational institutions and grant scholarship and other help to students and institutions for help of students;

(d). To establish, maintain and grant aid or other financial assistance to leper asylum or other institutions for the treatment of leprosy;

(e). To establish, maintain and grant aid or assistance to libraries & reading rooms for the convenience of the public.

(f). To establish, maintain & grant aid or other financial assistance to relief measures in these parts which are or to become subjected to natural calamities.

BOARD OF TRUSTEES

3. The Trust shall be administered by the Board of Trustees shall not be less than two and more than fifteen. But the maximum number of Board Trustees may be increased by the consent of 2/3rd majority of the Board of Trustees. The present Trustees shall be called "Nominated Trustees" and other Trustees Shall be called "Appointed Trustees". Provided that any of the nominated trustee/trustees of the same trust holding office such as the President, the Secretary, the treasurer of the SILIGURI JAYCEES, in such event he/they shall not be appointed as appointed trustee/trustees and the vacancy/vacancies shall remain vacant.

3(a). The President, Secretary and Treasurer of the Siliguri Jaycees for the time being shall be appointed by the Board of Trustees as "Appointed Trustees: of the Trust.

4. The nominated Trustees for the time being shall be entitled to appoint such person / persons at their discretion as appointed Trustee/Trustees, provided that at no time the total number of the Trustees shall exceed fifteen, but may be increased as per the provisions of the clause 3.

5. The Trustees shall not function if at any time their number is less than two save for the purpose of appointing such number of Trustees as shall make up the deficiency.

6. In the event of nominated Trustee ceasing to be a Trustee, the remaining Trustees shall be entitled to appoint any person of their choice to fill the vacancy. Such a Trustee for all purpose shall be regarded as a Trustee nominated by the Settlor. In all such matters recommendations of the Siliguri Jaycees shall be taken into consideration for appointment of the trustee/trustees.

7. Before assuming office or taking part in any Meeting a newly appointed Trustee shall give consent in writing to act as such Trustee. A Trustee shall be deemed to

have consented in case he attends any Meeting of the Board of Trustees and sign the attendance book or does any act as a Trustee after being so nominated or appointed.

8. Any Trustee may by two months notice in writing to the Chairman or Secretary or all the other Trustees for the time being, retire from the office of a Trustee or any office held by him in respect of the Trust and on expiry of two months from the date of the receipt of the notice he shall cease to be a Trustee or hold the office as aforesaid.

9. A person ceases to be a Trustee in any of the following events:-

- a) If he dies;
- b) If he without leave of absence of the Board of Trustees does not attend three consecutive meetings of the Board or for one calendar year whichever is longer;
- c) If he becomes insolvent;
- d) If he became insane or otherwise incapable to act;
- e) If he retires; or
- f) If he goes permanently to reside out of India.
- g) If one loses his/her membership due to expulsion for undesirable activities from the Siliguri Jaycees.

10. The Board of Trustees shall have the power to appoint such office bearer of the Trust, Viz. Chairman, Treasurer, Secretary, etc. from amongst themselves and for such period as they may think fit and proper and can at any time revoke such appointment and make any other appointment.

MEETINGS AND RESOLUTIONS OF THE TRUSTEES

OR BOARD OF TRUSTEES:

11. a) All meetings of the Board of Trustees will be held at such place as the board of Trustees may from time to time decide.

b) Notice of the Meeting of the Trustees and all other communications may be sent to the Trustees at their respective addresses registered for the time being in the records of the Trust.

c) The quorum of board of Trustees shall be of 1/3rd of the total Board of Trustees in all the meetings of the Board of Trustees.

d) The Secretary or the Chairman, or any three Trustees may by a notice in writing convene a meeting of the Board of Trustees.

e) The Secretary or the Chairman shall upon a requisition in writing signed by three of the trustees specifying the object for which the meeting is to be convened, convene a meeting of the Board of Trustees. If the Secretary or the Chairman fails to call such a meeting within a fortnight from the date of service 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 requisition shall be transacted at such meeting.

f) Seven days notice shall be given for any meeting of the Trustees or Board of Trustees. In case of emergency in the opinion of the Chairman or the Secretary, a meeting may be held after giving 24 hours notice. Notice shall specify the date, hour, place and agenda of the meeting.

g) The Trustees shall hold at least 2(two) meetings of the Board of Trustees in a given accounting period.

12. a) The Chairman of the Board will preside over all the meeting of the Board. In the absence of the Chairman the Trustees present will choose one from among them to preside at such meetings.

b) Every Trustee shall have one vote in any meeting and the decision of the Board shall be that of the majority of the members present. In case of equality of votes the Chairman of the meeting shall have a second or casting vote.

c) A minute Book shall be kept at the office of the Trust for time being or with such Trustee or Trustees as the Board of Trustees may decide wherein shall be recorded the proceedings of the meetings of the Board of Trustees and it shall be open to the inspection of the Trustees or their authorized agents and representatives.

d) Resolutions passed and entered in the Minute Book on any matter relating to the Trust shall be conclusive evidence of the facts and matters duly noted therein.

TRUSTEES' OFFICE AND VESTING OF PROPERTY

13. On a new Trustee being appointed and on his giving the consent as provided in Clause 7 thereof the Trust Property shall vest in him along with other Trustees for the time being and he will be entitled to carry out all the duties and functions of the Trust as a Trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour.

FUND

14.a) The Funds and properties movable or immovable of the Trust shall vest in the Trustees holding office as such for the time being.

b) The Trustees will keep such sum of money as they consider proper in current or fixed deposit account in any of the scheduled Banks;

c) Any Trustees authorized by the Board of Trustees may jointly operate and/or close any account of the Trust with any or Bank or Bankers, withdraw interest or principal on any securities or any other investment made of the said funds, and to give receipts, releases and discharges of the same.

POWER OF THE TRUSTEES

15. For the furtherance of the objects of the Trust, the Trustees will have the following powers:-

(a) The Trustees will be at liberty to invest the full of Trust fund or any portion thereof in manner provided hereby but shall be chargeable only for such Moneys, stocks, shares, Trustee shall be answerable or accountable for neglect, default, act or omission or commission 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 deposited or kept.

(b) The Trustees may accept any donation or contribution in Cash or kind from any person or persons for furtherance of the objects of the Trust or any one or more of them upon such terms and conditions if any as they may in their absolute discretion think fit, not inconsistent with the objects of the Trust.

(c) The Trustees may take over any literary, charitable, cultural, artistic or public charitable institution on such terms as they think fit and may manage such institution.

(d) The Trustees may invest the Trust Fund either in the purchase of immovable property, debentures, & fixed deposits with Banks, and/or in such investments as are authorized by the Indian Trust Act, 1882. The Charitable and Religious Trust Act, 1920, on such terms as to interest as the Trustees may think proper with 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 for others of the same or of like or different nature.

Provided, however, that the written consent of two third of the total number of Trustees for the time being shall be required to sell, mortgage or charge immoveable property belonging to the Trust.

Provided also that the corpus of the Trust may remain invested in shares of Companies or loans due from firm or firm's individuals or Companies if the

donation/subscription to the Trust has been made by the donor in the above form or forms.

(e) The Trustees may by the consent of two-third of the total number of trustees for the time being raise or borrow money required for the purpose of the trust on a mortgage or pledge of the Trust Estate or any part thereof with or without any security and at such rate of interest and on such terms as they shall in their absolute discretion think fit.

(f) The Trustee may demise the immoveable property or properties for the time being and from time to time belonging to the trust either from the year to year or for any less term or for any term of years or on monthly tenancies at such rate and subject to such covenants and terms as they think proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as they think proper.

(g) The Trustees shall subject to the restrictions contained in sub-clause (15)(d) hereof be at liberty to sell the whole or such portion or portions of the moveable properties forming part of the Trust Estate either by a public auction or at prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary contract for the sale thereof and to re-sell the same without being answerable for any loss occasioned thereby and for that purpose to execute all necessary conveyances, transfers or other assurances for all moneys received by them.

(h) The Trustees may erect buildings, constructions and sheds of any sheds of any material or design and may enter into all contracts, execute all deeds and documents necessary for the same and otherwise.

(i) The Trustees may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Estate and may carry out repairs to be done to the same and keep the same insured against loss or damages by fire or any other type of insurances, risk and may incur on behalf of the TRUST and pay all other costs, charges and expenses of and incidental to the administration and management of the Trust Estate and the properties for the

time being belonging to the Trust as they may in their absolute discretion think fit.

(j) The Trustees shall have full power to institute defend, prosecute, compromise or compound all actions, suits and other proceedings and all differences and disputes touching the Trust Estate and/or the Trust properties and to refer any such action suits proceeding and differences relating to the Trust Estate and /or the Trust Properties to arbitration and to do and execute all necessary acts, deeds and things in that connection without being liable or answerable for any loss occasioned thereby.

(k) The Trustees may frame schemes and rules and regulations including rules for election of Trustees and office-bearers, for the carrying out of the objects of the Trust (and for the carrying out of the objects of the Trust), and for the management and running of any institution established run or aided by them, for managing the affairs of the Trust and otherwise for giving effect to the objects and purposes of the Trust and to vary the same from time to time.

(l) The Trustees may appoint and dissolve committees or subcommittee and delegate such of its powers to the committees or sub-committees so appointed as they may in their sole discretion think fit. Persons who are not Trustees may also the members of such committees or sub-committees.

(m) The Trustees may employ servants , Agents , Attorneys, Lawyers, Auditors, Officers, Doctors, Nurses and Contractors and other staff for managing the affairs of and in furtherance of the objects of the TRUST and pay them such salaries, emoluments, bonus, annuity, wages and delegate to them such power or powers as the Trustees may in their sole discretion think fit.

(n) Any Trustee may subject to the approval of Board of Trustees delegate in writing all or any of the powers under these presents to his nominee who will be entitled to exercise such powers or powers in the same manner as the Trustee himself could do personally.

16. The receipt of the Secretary or Chairman of the Trust or any other person authorized by the Board of Trustees for any other persons authorized by the Board

of Trustees for any moneys, stocks, funds shares, securities or investments paid delivered or transferred to them in execution of the Trust or power hereof shall effectually release and discharge the persons of persons paying, delivering or transferring the same there from and from seeing or from being bound to see to the application or being answerable for the loss or mis-application thereof.

A C C O U N T S

17. The Trustees shall cause true and accurate accounts to be kept of all moneys received and spent and 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 fund and draw the Receipts and Expenditure and other accounts and a balance sheet at the end of every year (to be decided by the Trustees) and cause the same to be audited by a Chartered Accountant.

ACCOUNTING YEAR:

18. The accounting year of the Trust shall be the year ending on 31st December i.e. 1st January of one year to the 31st December of the succeeding year unless changed by two-thirds majority.

REGISTERED OFFICE:

19. The registered office of the Trust shall be situated at Siliguri, Dist. Darjeeling, West Bengal unless changed by the Trustees by two-thirds majority.

WINDING UP:

20. The Trustees may by an unanimous vote of the Trustees for the time being and also with the written consent of the Founder, wind-up the Trust in accordance with law and on such winding up may hand over the property, if any of the Trust to any other Trust or institution having allied or kindred objects but the consent of the Siliguri Jaycees shall be must.

GENERALS:

21. The Trust created hereby is irrevocable.

22. It is expressly declared that no part of the Trust property or its income shall be applied out of India or for any purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly.

LEGAL

23. The Trust shall sue and be sued in the name of its Chairman.

SCHEDULE OF THE LAND

All that piece and parcel of the land measuring 0.81 (Point eight one) decimal appertaining to Plot No. 74 (Seventy Four) comprised in Khatian No. as follows:

Khatian No.173/10,	Plot No. 74	Area 0.32 Decimal
Khatian No.173/31,	Plot No. 74	Area 0.33 Decimal
Khatian No.173/22,	Plot No. 74	Area 0.16 Decimal

		Total 0.81 Decimal

Mouza: Binnaguri, Paragna: Baikunthapur , JL.No.3, Sheet No.17,P.S. Rajganj,
District : Jalpaiguri, West Bengal. Annual rent payable to State of West Bengal represented by JLRO Rajganj, Dist. Jalpaiguri.

Boundary of the land :

North : Formerly land of Afazuddin Md. & Others,
now land of Teesta Barrage Project;
South: Land of Asafuddin Md. & Others;
East: PWD Road;
West: Land of Afazudding Md. & others.

IN WITNESS WHEREOF the SETTLOR has hereto subscribe his hand and also the first TRUSTEES in token of acceptance by them of the office of trustees have subscribed their hands and seal the day, month, and year first above mentioned.

WITNESSES :

1) Shri Lachhman Wundath
S.S. Purn 914.

2) Shri Rohit D J
Borega wadkar
Kalyan, Dist. S
30/12/15

1. Shyam Lal Aggarwal

2. Kamari Lal Mishra

3. Bijoy Kumar Aggarwal

4. Bijay Kumar Aggarwal

5. Vijay Kumar Agarwal

6. Sushil Kumar Agarwal

7. Anand Kumar Aggarwal

8. Narendra Kumar Aggarwal

9. Rajendra Kumar Aggarwal

10. Jagdish B. Bhatnagar

FIRST TRUSTEES

1. Sushil Kumar Agarwal

SETTLOR

Drafted by me and typed in my office:

K. L. MITRUKA

(K. L. MITRUKA)
ADVOCATE : SILIGURI.