

5077

IV

3543

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

530

G 839459

7096/07  
28/1/07

A-90  
E-7  
186F

29.7.07

Certified that the contents of this Deed are true and correct and are the property of the Settlor.



*[Signature]*  
Notary Public, Kolkata

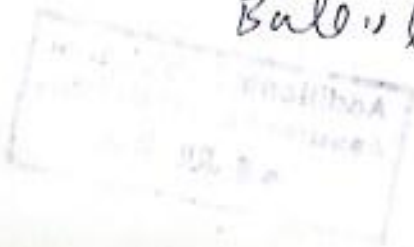
DEED OF TRUST

Sarwan Kumar Roy

SETTLOR

Asim Deb Nath,  
Rasib Shaikh,  
K. Purusha Nath,  
Balulal Deb Nath

TRUSTEES



Trust deed  
10000/-

11-1004



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 714499

**MEMORANDUM OF TRUST**

**(SISTRY FOUNDATION)**

1. Name of the Trust : **SISTRY FOUNDATION.**
2. Registered Office : Pran Gopal Nagar  
Post Office - Nabadwip,  
Police Station - Nabadwip,  
District - Nadia,  
Pin - 741302.

3. Name of the Settlor : **TARUN KUMAR RAY**  
son of Gopal Chandra Roy  
residing at Pran Gopal Nagar,  
P.O. Nabadwip, P.S. Nabadwip,  
Dist - Nadia, Pin -741302.
4. Name of the Trustees : (1) **ASIM DEBNATH**  
son of Late Kanai Lal Debnath  
Vill. - Netainagar, P.O. Ballari,  
P.S.-Nabadwip, Dist - Nadia,  
Pin - 741302.
- (2) **TARUN KUMAR RAY**  
son of Gopal Chandra Roy  
Vill. - Pran Gopal Nagar,  
P.O. & P.S. - Nabadwip,  
Dist -Nadia, Pin -741302.
- (3) **RAJIB SHEIKH**  
son of Late Abdul Wahet Sheikh,  
Vill. - Bijaynagar, P.O. Nibhuji Bazar  
Dist - Burdwan.
- (4) **APURBA NATH**  
son of Late Narayan Chandra Nath  
Vill. & P.O. - Deara,  
Dist - Burdwan.
- (5) **BABULAL DEBNATH**  
son of Late Himangsu Debnath  
Malanchapara, Chandra Colony,  
P.O. & P.S. - Nabadwip,

5. The Objectives for which the Trust is Established are:
- A. In the Field of Education, Sports and Recreation:
- i) To establish Library for the diffusion of extra academic deals amongst the people of the village.
  - ii) To establish a night school for the illiterate masses of the village for eradication of illiteracy.
  - iii) To maintain a reading room and Subscribe to the news papers Magazines and organise a Text Book seminar for the poor and intelligent members/ students/boys/girls of the locality to aid and assist educational Institution of the locality.
  - iv) To organise boys scouts, sports, Games and healthy recreation amongst the boys/girls and to provide for them innocent ideas in the field of Education and physical Education.
  - v) To provide a plate form for collective working needed by the rural organisation in the field of developing democrative ideas. Special works, village sanitation., rural health and rehabilitation of poors and destitutes.
  - vi) To promote and trade agriculture and agricultural based unit, fishery, rural economic oriented industry such as Handloom, Pottery etc. and any other socio economic programme.
  - vii) To promote and trade agriculture and agricultural based unit,

**SETTLEMENT :**

The Settlor, does hereby settle the sum of Rs.10,000/- (Rupees Ten thousand) only in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in Cash which the Trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

**The objects for which the trust is establishes are:**

1. To promote the living condition amongst poor section of our trusty by taking activities for their health, education, nutrition, environmental and social upliftment.
2. To promote socio-economic, standard for the poor section of our trusty by engaging them into self-employment and micro -group income generation activities.
3. To promote cultural, social value of our trusty by taking part of this type of activities or association with other organisation.
4. To promote sport activities amongst children, students and villagers for developing their health and mental growth.
5. To publish or cause to be published useful literatures, papers magazine books etc.

7. To help the needy students of all communities for the prosecution of studies.
8. To collect and preserve manuscripts painting sculptures works of art, antiquates, natural history specimens mechanical and scientific instruments and designs.
9. To alleviate the sufferings of animals or other living creatures as may be deemed appropriate.
10. To promote rural economic oriented industry, agriculture based units and any other socio-economic programmes.

**The Association shall Competent :**

1. To raise and create benevolent funds for the redressing pecuniary benefit to the distressed persons, meritorious students and players.
2. To accept gifts grant-in-aids and endowments on such terms as the trust may consider reasonable.
3. To accept and raise money by subscriptions and donations or otherwise for the purpose of the trust.
4. To build, purchase, take lease or loan exchange, hire, obtain and acquire absolutely or otherwise any movable or immovable

5. The income and properties of the trust whatsoever derived or obtained shall be applied soled towards the promotion of the object of the trust and on portion thereof shall be paid to or divided amongst any of it's members by way of profits.
6. The person named in the schedule given below form the body of the trust to the called "Executive committee" and the management of the affairs of the trust shall be entrusted to them.

**MEMBER OF THE EXECUTIVE COMMITTEE**

<b>Sl. No.</b>	<b>Name</b>	<b>Address</b>	<b>Designation</b>
1.	Amiya Debnath	Vill.-Netai Nagar, P.O. Ballari, P.S. -Nabadwip, Dist-Nadia, Pin - 741302.	Chief Patrons
2.	Tarun Kumar Roy	Vill. Pran Gopal Nagar, P.O. & P.S. Nabadwip, Dist -Nadia, Pin-741302.	Executive Director
3.	Rajeeb Seikh	Vill. - Bijaynagar, P.O. Nibhuji Bazar Dist - Burdwan	Finance Director
4.	Apurba Debnath	Vill. & P.O. - Deara, Dist - Burdwan.	Trusty
5.	Babulal Debnath	Malanchapara, Chandra Colony, P.O. & P.S. - Nabadwip, Dist - Nadia.	Trusty

**RULES AND REGULATION**  
**OF**  
**SISTRY FOUNDATION**

1. **TITLE:**

The trust shall be called as "**SISTRY FOUNDATION**" where applicable.

2. **OBJECTIVES:**

The Trusty is established for attainment of the N.G.O.'s Rural Development, Education, Social welfare and Socio - economic programmes etc. as set forth in the **MEMORANDUM Of the TRUST.**

3. **DEFINITIONS:**

- a) **LIMIT:** The Trust will function within the geographical area of the state of West Bengal and Country of India.
- b) **RULES:** Constitution of the Trust may be framed or amended time to time by the Executive Committee after taking votes not less than three fourth (¾) of the General Members in a meeting convened for the purpose.

**MEMBERSHIP**

4. **ADMISSION**

- a) The signatories to the Memorandum of Trust and the Office



- b) The Governing Body may admit to membership any person of any caste, creed or sex who has attained the age of 18 years and agreed in writing to be bound by the Memorandum of Trust and regulations of the Trusty and who in the opinion of the Governing Body will be interested in advancement of the objects of the Trust.

Be it noted here that the power to admit members is the sole and absolute power of the Governing Body and the Governing Body refuse to admit any person as a member without Assigning any reason therefore.

2. **Types of Members:**

- 1) Honorary members: Any person whose connection with the trust is deemed to be useful, may with the consent of such person be elected as Honorary member of the Trust. Each member of the Governing Body not shall be entitled to vote in any meeting.
- 2) Ordinary member: Any person, qualified to be a member and paying prescribed ordinary membership fee may be admitted as ordinary members of the Trust.

3. **Cessation of Membership:**

Any member shall cease to the a member (a) on the acceptance of his resignation for membership (b) on his becoming in sane or insolvent, (c) on his conviction of any offence in connection with the formation promotion, management or conductive affairs of

4. **Register of Members:**

The Trust shall maintain a Register of members containing the names, address and their occupations the date of admission and of cessation of membership. The Register will be kept open received within a member, the Governing Body may take an ex-parte decision.

For any act of expulsion or termination no such member shall be entitled to prefer any claim for compensation or damage even if proved on subsequent date that such act of expansion or termination was wrongful and/or unlawful

To accept donation, gift subscription, movable or, To sell, lease, mortgage or otherwise disposed of the deal with all or any part of the Trust and to open bank account in the name of the Trust in one or more banks. To co-operating not more than two members to the Governing Body. To appoint a person or persons on payment to assist the Executive Director or Finance Director in the maintenance of account etc. To conduct any other business not specified here in for the attainment of the object of the Trust provided business in not repugnant to such object.

**GOVERNING BODY**

1. Composition election/appointment, resignation/removal terms of office:

of Chair patron, Executive Director, Finance Director and other committee members. The office bearers and other committee members shall be elected at the A.G.M.

The resignation and removal of the Governing Body members shall be dealt with as has been prescribed as in the case of other members noted here in before.

The term of office of the Governing Body shall ordinarily be one year unless it is dissolved/terminated early under unforeseen circumstances. After election, the old Governing body will continue to function till the new Body takes over charge which shall under no circumstances be more than 30 days from the date of election.

2. **Meeting:**

A meeting of the Governing Body shall be held at least once in three months at such place, date and time, as the chief patron, or the Executive Director may determine. Any four members of the Governing Body may requisition the meeting and the Executive Director shall summon the same within seven days and failing which the chief patron on the requisitions may do so provided no business other than specified in the notice shall be transacted at such meeting.

3. **Notice and quorum:**

7 days notice of the meeting specifying the place, time and the

be called on 24 hours notice, 1/3<sup>rd</sup> member personally present shall constitute a quorum for the meeting and if a quorum is not present with 30 minutes of the time, members present shall adjourn the meeting.

4. **Procedure of the meeting:**

The chief patron or in his absence the Executive Director shall preside over all meeting of the Governing Body and in their absence members present shall elect a chairman of the meeting. All questions before the meeting will be decided by a majority of votes, each member having one vote. The chief patron or the chairman shall have a second or casting vote in addition to his own vote in case of equality of votes.

5. **Power and Duties of the Governing Body:**

The Governing Body shall have general power of supervision and conduct over all the affairs of the Trust and in particular shall discharge the following duties; a) To appoint sub-committee with such power and duties as may be considered necessary or expenditure b) To accept donation, gift subscription, movable or immovable property for the objects of the Trust c) To sell, lease, mortgage or otherwise disposed of the deal with all or any part of the Trust and to open bank account in the name of the Trust in one or more banks d) To co-

Executive Director/ Finance Director in the maintenance of account, etc. f) To conduct any other business not specified herein for the attainment of the object of the Trust provided business in not repugnant to such object.

#### **SAFE CUSTODY OF PROPERTIES**

1. The Governing Body shall be responsible for the safe custody of the funds, Properties and of the Trust.
2. The funds of the trust shall be kept in Banks/Post Office/ Mutual Funds and be invested any securities specified Sec. 20 of the Indian Trust Act, 1982.

#### **BOOKS OF ACCOUNT IN INSPECTION**

The books of account and other statutory books shall be kept at the registered office and shall be open to inspection of the members at such time and place as the Governing Body directors on written request made by any member.

#### **ACCOUNTS YEAR**

The accounting year of the trust shall be form 1st day of April of each year to 31st day of March of following year.

**Notice:-** The Executive Director shall annually call the Annual General Meeting within two months from the end of the last financial year giving at least 14 days notice to all members. The notice shall contain the place, date, day and time of the meeting.

**Agenda:-** The business to be transacted at the A.G.M. shall be a) to confirm the minutes of the last A.G.M. and of special general meeting if any b) to adopt with or without modification the report of the working of the society for the previous year c) to pass audited accounts of the Trustee for the previous year ended. d) to appoint qualified Auditor or Auditors e) to transact such business as may be fixed by the Governing Body f) to transact such other business as may be brought forward by giving 14 days previous notice from any member g) to conduct General election.

Quorum of the meeting: 1/3<sup>rd</sup> member personally present at the commencement of the meeting all constitute the quorum.

Manner and Method of Voting: The chairman of the meeting shall decide the manner and method of voting at the outset of the meeting.

**Special General Meeting:**

A special general meeting may be convened by the Governing Body at

Members may request the Governing Body for special General meeting by placing a requisition signed by 1 / 3rd of total members. In that case the Governing Body shall convene a special general meeting within a month from the receipt of such" notice. In default by the Governing Body, the requisitions shall hold such meeting provided no business other than those specified in the notice shall be transacted.

#### **Extra-ordinary General Meeting:**

The Governing Body may direct to convene an Extra - ordinary General meeting for consideration of addition, alteration or amendment of the memorandum/regulations of the Trusty, 7 days notice along with the proposed draft of change shall be sent to members before of the Memorandum and Regulations be carried out it accepted by the three fourths of the members present at the meeting.

#### **DUTIES OF THE OFFICE BEARERS**

**Chief Patrons:** He/She shall a) preside over all meetings of the Trusty b) take all disciplinary actions such as removals, dismissal etc. in consultation with the Governing Body c) advise the Executive Director in any matter requiring urgent attention d) call emergent meeting.

**Executive Director:** He shall a) convene all meetings of the trust b)

applications for membership which shall be placed before the Governing for Body e) sign on behalf of the Trust all receipts for all sums received as subscription etc. f) sign and give pay order on all bills for payments g) get the accounts of the Trusty audited by a Chartered Accountant h) ensure compliance with statutory requirements i) transect all other business subject to the direction the Governing Body.

**Finance Director:** He shall a) Collect and receive all sorts of subscription, donations and deposit of money and grant receipts there of b) maintain and keep cash book and such other accounts are necessary c) operate bank account jointly either with the Executive Director d) Prepare the budget in consultation with the Executive Director for consideration of the Governing Body.

#### MAINTENANCE AND AUDIT OF ACCOUNTS

The trust shall maintain books of accounts as required under sec. 15(1)

a) (b) of the Act. The accounts shall be audited by a duly qualified auditor as stated in sec. 15 (2) of the act.



**SUIT & LEGAL PROCEEDINGS**

All suits and legal proceedings by or against the Trusty shall be in the name of the Executive Director or such person as shall be appointed by the committee.

**ALTERATION OF MEMORANDUM & REGULATIONS**

The Memorandum and Regulation may be altered modified rescinded or added to be special resolutions passed by the 5 members in a general meeting called for the purpose.

The Governing Body shall have powers to make, alter modify or rescind such Bye laws and rules as may be considered necessary in the interest of smooth functioning of the Trust.

**DISSOLUTION OF TRUST**

Subject to the provisions of sections 24 & 27 of the Indian Trusty Registration Act, 1961 of any statutory modifications thereof, the trust may be dissolved by a resolution to that effect passed by 3/4<sup>th</sup> members of the trust at a general meeting. The said meeting shall also decide the manner of disbursement of the funds and assets of the association, if any after dissolution. We, the undersigned members of the Governing Body of the trust do hereby certify that the above is a true copy of the rules, and regulations of Trusty.

IN WITNESS WHEREOF the Parties hereto have signed and delivered the presents on the day and year first herein above written. ~~Dated~~ 28th day of July 2009.

WITNESSES :-

1. Neti Debnath  
Srikampur, via - Nabadwip  
P.O. - Srikampur  
Dist - Burdwan
2. Prasanta Ray  
Nabadwip - Nadia.

Joren Kumar Roy  
SETTLOR

Drafted by me :-

K.C. Karner  
Advocate  
High Court, Calcutta

1. Asim Debnath
2. Rajib Sheikh
3. Apurba Nath
4. Balu Lal Debnath

**Government Of West Bengal**  
**Office of the A.R.A.-III KOLKATA**  
**5 Government Place ( North)**  
Endorsement For deed Number :IV-03543 of :2009  
(Serial No. 05077, 2009)

**On 23/07/2009**

**Certificate of Admissibility(Rule 43)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 58,64A of Indian Stamp Act 1899

**Payment of Fees:**

Fee Paid in rupees under article A(1) = 99/- ,E = 7/- on 28/07/2009


**Presentation(Under Section 52 & Rule 22A(3) 46(1))**

Presented for registration at 14.01 hrs on 28/07/2009,at the Office of the A R A -III KOLKATA by Tarun Kumar Ray,Executant

**Admission of Execution(Under Section 58)**

Execution is admitted on 28/07/2009 by

- 1 Tarun Kumar Ray, son of Gopal Chandra Roy ,Pran Gopal Nagar, P O - Nabadwip Dist - Nadia ,Thana Nabadwip,Pin 741302. By caste Hindu,by Profession :Others
  - 2 Asim Debnath, son of Late Kanai Lal Debnath ,Vill. - Netainagar, P O - Ballari Dist - Nadia ,Thana Nabadwip,Pin 741302, By caste Hindu,by Profession :Others
  - 3 Rajib Sheikh, son of Late Abdul Wahet Sheikh ,Vill. - Bijaynagar P O - Nibhuji Bazar Dist. Burdwan ,Thana , By caste Muslim,by Profession :Others
  - 4 Apurba Nath, son of Late Narayan Chandra Nath ,Vill. & P O - Deara Dist. Burdwan ,Thana , By caste Hindu,by Profession :Others
  - 5 Babulal Debnath, son of Late Himangsu Debnath ,Malanchapara, Chandra Colony, P O - Nabadwip Dist. Nadia ,Thana Nabadwip,Pin 741302, By caste Hindu,by Profession :Others
- Identified By Gopal Chandra Brahma, son of Radheshyam Brahma Dandapanitala Ghat (chara) P O - Nabadwip Dist - Nadia Thana Nabadwip, by caste Hindu,By Profession :Others.

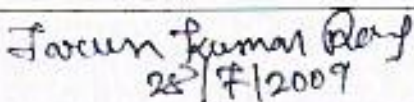
  
[Prabhat Kr Ghosh]

ADDITIONAL REGISTRAR OF ASSURANCE-III  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF  
KOLKATA



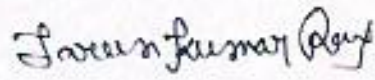


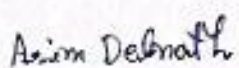


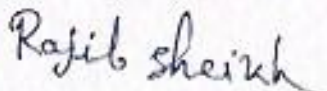


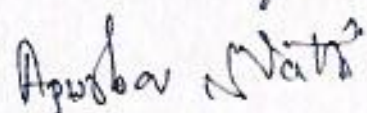
Govt. of West Bengal 27.7.09

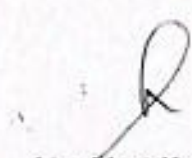
**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A.-III KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 05077 / 2009, Deed No. (Book - IV , 03543/2009)**

I . Signature of the Presentant

Name of the Presentant	Signature with date
Tarun Kumar Ray	 28/7/2009 ✓

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature ✓
1	Tarun Kumar Ray Address -Pran Gopal Nagar, P O Nabadwip Dist. Nadia	Self	 28/07/2009	 LTI 28/07/2009	
2	Asim Debnath Address -Vill. - Netainagar, P O Ballari Dist. - Nadia	Self	 28/07/2009	 LTI 28/07/2009	
3	Rajib Sheikh Address -Vill. - Bijaynagar P O - Nibhuji Bazar Dist. Burdwan	Self	 28/07/2009	 LTI 28/07/2009	
4	Apurba Nath Address -Vill. & P O - Deara Dist. Burdwan	Self	 28/07/2009	 LTI 28/07/2009	

  
 (Prabhakar Ghosh)

**ADDITIONAL REGISTRAR OF ASSURANCE-III**  
 Office of the A.R.A.-III KOLKATA 27.7.09

Government of West Bengal  
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
Office of the A.R.A.-III KOLKATA, District- Kolkata

Signature / LTI Sheet of Serial No. 05077 / 2009, Deed No. (Book - IV , 03543/2009)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Babulal Debnath Address - Malanchapara, Chandra Colony, P O Nabadwip Dist. Nadia	Self		 LTI	Babulal Debnath
			28/07/2009	28/07/2009	

**Name of Identifier of above Person(s)**

Gopal Chandra Brahma  
PS-Nabadwip, Dandapanitala Ghat (chara) P O  
Nabadwip Dist. Nadia

**Signature of Identifier with Date**

Gopal chandra Brahma  
28/7/2009

SPECIMEN FORM FOR TEN FINGERPRINTS

*Jayen Kumar Ray*



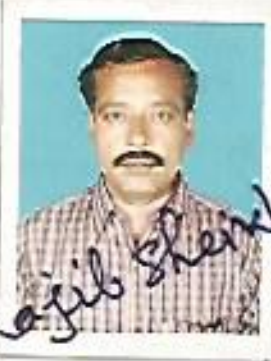
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Asim Debnath*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Rajib Ghosh*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Aparna Ghosh*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					




	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV  
CD Volume number 5  
Page from 3717 to 3741  
being No 03543 for the year 2009.



  
(Prabhat Kr Ghosh) 29-July-2009  
ADDITIONAL REGISTRAR OF ASSURANCE-III  
Office of the A.R.A.-III KOLKATA  
West Bengal

29-7-09