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10.06.2013

St. Sub-Registrar (A)
Karatup Metro, Guwahati

Joydeep Bhuyan
David Kachari
Sudhakar Bhuyan

TRUST DEED

THIS INDENTURE OF TRUST executed on this the 1st day of April, 2013, by

Sri Joydeep Bhuyan son of Sri Pradip Kumar Bhuyan, aged 47 years, residing at House No.11, Kanya Mahavidyalaya Path, Mother Teresa Road, Guwahati 781024 hereinafter referred to as the **SETTLOR**, which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**

IN FAVOR OF

1. Sri Joydeep Bhuyan, son of Sri Pradip Kumar Bhuyan, aged 47 years, residing at House No.11, Kanya Mahavidyalaya Path, Mother Teresa Road, Guwahati 781024
2. Sri David Kachari, son of Sri Haridas Kachari, aged 40 years, residing at House No.6, Graceville, Lane No. 2, Jaya Nagar, P.O. Khanapara, Guwahati 781022.





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Jaydeep Bhuyan
Damin Karbi
Sano Mainao Bhuyan

3. Smt. Sano Mainao Bhuyan, daughter of Sri Haridas Kachari, aged 45 years, residing at House No.11, Kanya Mahavidyalaya Path, Mother Teresa Road, Guwahati 781024.

hereinafter referred to as 'THE TRUSTEES' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**.

WHEREAS THE SETTLOR established, started and run a School on & from the year 1999, under the name & style of 'Faculty School' at Mother Teresa Road, Opp. Kanya Mahavidyalaya, Guwahati 781024.

With a very small beginning, the student strength of the said school has increased to about 800 approx. in the year 2013, which is the result of seer hard workings and personal devotion of the **SETTLOR** for the advancement of education for both the boys & the girls of the North Eastern Region of India in particular, and all the other states of India in general, as well as countries outside India.



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Jogdeep Blyaj
Daniel Kanti
Sankar Chandra

WHEREAS THE SETTLOR above named has been desirous of creating and establishing an educational, spiritual, and a charitable Trust with the sole aim to impart world standard education in all respects to the boys & girls of the North Eastern States of India in particulars, with the affiliation of the Central Board of Secondary Education.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs. 40,000/ (Rupees Forty Thousand only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder, in favor of the TRUSTEES upon Trust with a view to give effect to his desire of creating and establishing an educational, spiritual and charitable Trust for the benefit the boys and girls of the North Eastern States of India in particulars, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named, are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS :

1. The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of "**NEO EDUCATIONAL TRUST**" for the purpose and upon the conditions set forth hereunder.
2. The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
3. The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 40,000/ (Rupees Forty Thousand only), together with some movable properties, as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
The Accounts in different Banks, in the name of "**FACULTY SCHOOL**", so far being operated by the **SETTLOR** in his individual capacity before the formation of the Trust, and which Bank Accounts (described in the Schedule given here under) the **SETTLOR** conveys, transfers and assigns to the Trust , will now be operated by the Trust, and accordingly the banking formalities etc. for this change of operator would be observed by the Trust as per rules of the Banks.
4. The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
5. i) The office of the Trust shall be at a rented house at Mother Taresa Road, Guwahati 781024, with the power given to the Trustees to shift the same to any other place as they may mutually agreed upon.

ii) The present school under the name and style of "**FACULTY SCHOOL**", shall be run by the Trust on and from the 1st of April, 2013 , under the same name, that is "**FACULTY SCHOOL**".

Shyam
Kamini
Jaydeep
Tanvi
Sankarabhusan

iii) The different classes of the present school under the name & style of "FACULTY SCHOOL", are being run from the land & buildings owned by the SETTLOR at Mother Terasa Road, Guwahati 781024.

The Trust will run the different classes of the above said school from the same land & buildings, owned by the SETTLOR at Mother Terasa Road, under a tenancy agreement, entered into by the Trust with the SETTLOR, and the SETTLOR has given consent to this arrangements.

6. The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust shall be as follows are:

1. To take over completely the Faculty School, Mother Terasa Road, Guwahati 781024, established by Sri Joydeep Bhuyan, the SETTLOR of this Trust, who has decided to dissolve his ownership over the School and put the School under **NEO EDUCATIONAL TRUST** after dissolution of ownership, so that Neo Educational Trust can maintain and run the Faculty School by enlarging and enhancing its scope through creating of a permanent school complex with all the requisite facilities for all round development of the students.
2. To establish, provide, carry on, manage, maintain and assist in the maintenance of schools and colleges for boys and girls.
3. To provide for research work and for the delivery and holding of lectures; demonstrations; exhibitions; Public meetings; classes and conferences calculating directly or indirectly to propagate and advance the cause of education.
4. To provide for, establish and maintain and run Libraries; Museum; Societies, Lecture Halls and other Institutions and to furnish the same with books; reviews; magazines; news papers and others publications.

Joydeep Bhuyan
David Karim
Sankar Bhuyan

5. To establish suitable Pre-Primary; Primary and Medium level Schools as feeder Schools which will not only give emphasis to learning of mother tongue but will also teach English well as a subject.
6. To establish Institution to train and prepare students for appearing in all India examinations. viz. I.A.S and allied services; banking and allied services, Executive cadres of Commercial Organizations and other competitive examinations etc.
7. To Provide grants, scholarships, fellowships and other forms of financial assistances to the needy and deserving students for pursuing education, vocational training, skill development etc.
8. To establish, support and maintain institutions for promotion of integration amongst various ethnic groups and spreading social consciousness amongst people and to produce records; cassettes etc.
9. To establish societies for undertaking enterprises profits of which will be utilized by the Trust in any manner it considering fit and proper towards furtherance of the Trust's objectives.
10. To extend help and relief in the form of free distribution of medicine or giving aids or donations in money or kind to institutions; societies and other bodies or medical relief or for advancement of art & culture and for the overall mental and physical upliftment of the society in general.
11. To establish, support and maintain institution or institutions and societies intend to relieve poverty and distress such as Hospitals; Alms-houses; Orphanages; Homes for the working girls; Homes for refugees; Home for old ages' Homes for disabled and crippled persons and helpless widows.
12. To declare and give bonus; gratuities; pensions or other concession and allowances, as per statutory requirements to persons who are in the employment of the Trust or of any Institution or Institutions maintain and run by the Trust.
13. To purchase , take on lease or hire or otherwise acquire any estate; land; building; easements or other rights or interests in immobile properties and all kinds of movable properties and to sell ; let on lease or otherwise dispose of grant rights over any real property or other properties whatsoever belonging to the Trust.

Pradyumn
Dhanraj
Sano Manishankar

14 To collect, raise and receive subscriptions; donations and gifts in cash or in kind for all or any of the objects and to apply the same in accordance, if any, presented by the donors and agreed to by the Trustees not beyond the objects of this Trust.

15 To work for all or any other charitable purposes which may benefit the people in general provided always that it is hereby declared that if any one or more of the subjects specified above are held not to be for public charity, the Trustees shall not carry out such objects as if the same are not incorporated in these presents, but the validity of the Trust created by these presents as a Trust for charitable purposes shall not be affected in any manner.

16 To borrow or raise money with or without security and on such terms and conditions as the Trustees may think fit and proper for the purpose of the Trust.

17 To grant loans in the form of money or in kinds with or without security and on such terms and conditions as the Trustees may think fit and proper for the purpose of the Trust.

18 To Grant financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.

19 To develop Infra-structure in and outside of the rented building/s for running of the School smoothly & properly as per the State and the local law, as promulgated from time to time.

20 To take up any Govt. approved projects; other Institutes' and NGO Projects, which are being out sourced, if the objects of these Projects commensurate with the objects of the Trust.

21 To do all or such other lawful things as are incidental or conducive to the attainment of any one or more of the above or similar objects.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of:

1. The amount Transferred by the SETTLOR as mentioned above, towards the Corpus fund of the Trust.

Jyoti Bha
Daini Kauri
Sanjivabha

- ✓
- donated &*
2. The movable properties etc. transferred by **SETTLOR** as mentioned in the Schedule as given herein below.
 3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
 4. All additions and accretions to the Trust properties and the income there from.
 5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

Jyoti Singh

Dhanu Kaur

Sanjay Kumar

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

- 1... The Trust will be managed by a **Board of Trustees** consisting of not less than 3 trustees and not more than 5 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees
 2. The first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.
 3. The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees up to maximum number stated above and fix their term as per provisions contained herein.
1. Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.
 2. Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.
 3. The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the

Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

4. The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.
5. The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "**Full Board**", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The **Board of Trustees** shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. The Trust may pay any trustees, from the income of the Trust, if they do any professional and/or extra and other work/s for the benefit of the Trust, which work if the trustee has not done, would have been done by others from the outside of the Trust Members.
4. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them, authorized on their behalf.
5. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
6. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after abiding by any law in force.

Jyoti Bhat
Daini Kauri

Sandipina Bhujar

7. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
8. To borrow money with or without security and to repay the same.
9. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
10. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
11. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
12. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
13. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
14. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
15. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
16. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
17. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **Vice President, Secretary and Treasurer**. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be reelected for further terms. Trustee including the Managing Trustee shall may hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and

Jaydeep Bhuyan
 David Kaurin
 SandipainavBhuyan

Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

VI. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

1. MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

2. VICE PRESIDENT:

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

3. SECRETARY:

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

Deep Blyan
Amit Kaur
Santosh Kumar

IN WITNESS WHEREOF THE SETTLER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF SETTLOR TRUSTEES

Signature: *Joydeep Bhuyan*
Name: JOYDEEP BHUYAN
Address: HOUSE NO. 11
KANYA MAHAVIDYALAY PATH
MOTHER TERESA ROAD
GHY - 24

SIGNATURE OF FIRST TRUSTEES

1. Signature: *Joydeep Bhuyan*
Name: JOYDEEP BHUYAN
Address: HOUSE NO. 11
KANYA MAHAVIDYALAYA PA
MOTHER TERESA RD.
GHY - 24.

Signature of Witnesses :

1. Signature: *Ajoy Paul*
Name: S/o Ajoy Paul
Address: 2nd Byc lane (W)
Pub-Sarania, Chandmari
P/S. Chandmari,
Ghy - 3

2. Signature: *David Kachari*
Name: DAVID KACHARI
Address: GRACEVILLE HOUSE NO. 6
JAYANAGAR LANE NO. 2
P.O. KHANAPARA, GUWAHATI-22

2. Signature: *Hem Chandra Sharma*
S/o Kati Chakrabarti Sharma
Name: Kalidasa Nikis Path
H. NO. 10, Jaganigog
Address: Dispur, Ghy. 781005

3. Signature: *Sano Mainao Bhuyan*
Name: SANO MAINAO BHUYAN
Address: HOUSE NO. 11
KANYA MAHAVIDYALAY PATH
MOTHER TERESA ROAD
GUWAHATI - 24

