

4167/2020

IV

592/20



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



L 576389

3-1352860/2020

Signature of Additional Registrar of Assurances-II, Kolkata

Certified that the Document is admitted to Registration The Signature Sheet and the endorsement are the part of this document

Signature of Additional Registrar of Assurances-II, Kolkata

14 OCT 2020

## DEED OF TRUST

### **AGARWAL SHYAM PARIWAR SAMITY**

**THIS DEED OF TRUST** is made on this 14th day of October, 2020, By **ASHOK KUMAR AGARWAL**, Pan No. **ACJPA3560A** (Phone No. **9339465409**) Aadhar No. **257077255465**, Son of Ram Chandra Agarwal, By Faith-Hindu, By Occupation- Business, Nationality-Indian, residing at 277, Jessore Road, P.O- South Dumdum, P.S- Lake Town, Dist- North 24 Praganas, Kolkata- 700048, West Bengal, India, Hereinafter called and referred to as the "**SETTLOR**" (which expression shall be deemed to mean and include the trustee or trustees of the Trust hereby created, the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them)

Sl. No. 16245 DATE.....  
NAME.....  
ADD.....  
AMT 500

14 OCT 2020

Agarwal Shyam Pariwar Sanity  
284/2 Jessore Rd  
Kor 48

provided that a single stamp of the value  
a Rs. 500 is required for the  
document is not Available and that the  
smallest Number of Stamp would be  
furnish so as to Make up the Required  
amount are as follows.....

1 @ 500/-  
1 @ 500/-  

---

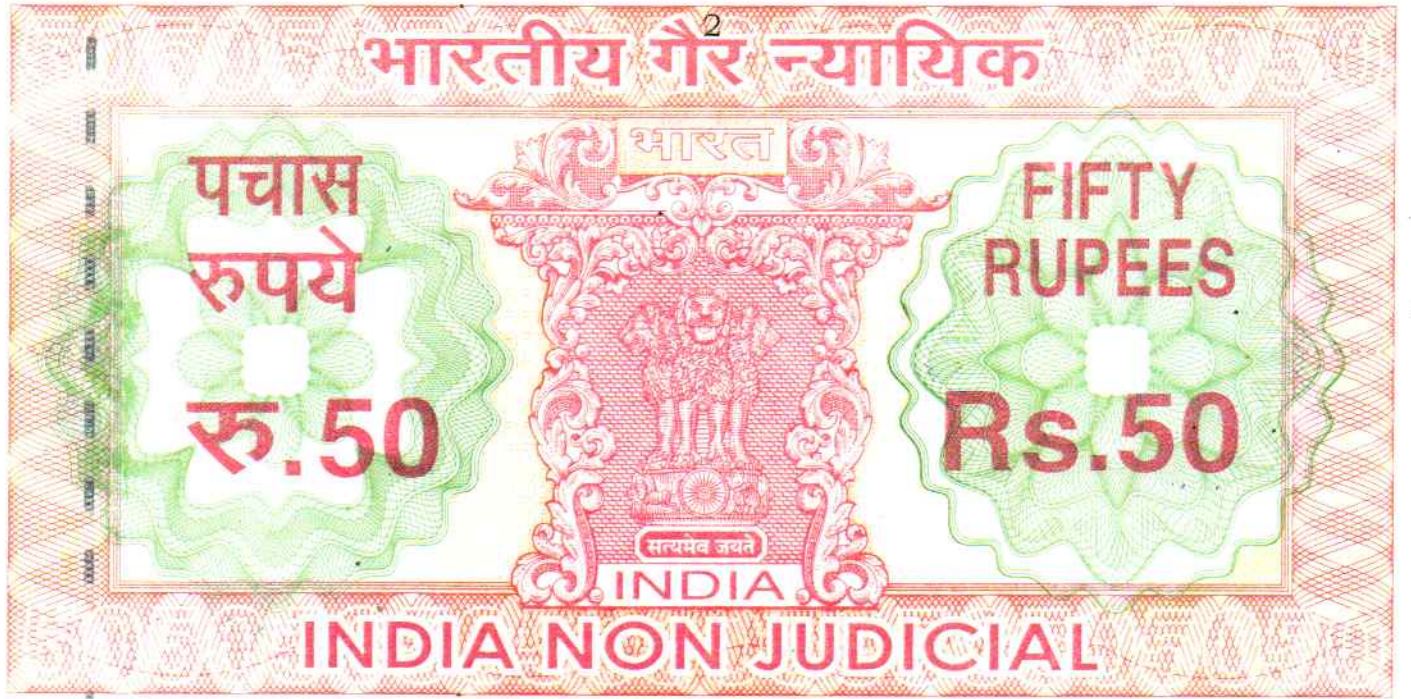
2 @ 2500/-

*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



*by*  
ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 162809

2  
AND

(1) **ASHOK KUMAR AGARWAL**, (Phone No. 9339465409 )  
**Aadhar No. 257077255465** , Son of Ram Chandra Agarwal, By  
Faith- Hindu, By Occupation- Business, Nationality-Indian,  
residing at 277, Jessore Road, P.O- South Dumdum, P.S- Lake  
Town, Dist- North 24 Praganas, Kolkata- 700048, West Bengal,  
India, (2) **JYOTI AGARWAL**, (Phone No. 8478932175)  
**Aadhar No. 324516905106**, Wife of Ashok Kumar Agarwal, By  
Faith- Hindu, By Occupation- Social Worker, Nationality-Indian,  
residing at 277, Jessore Road, P.O- South Dumdum, P.S- Lake  
Town, Dist- North 24 Praganas, Kolkata- 700048, West Bengal,  
India, (3) **SUBHAM AGARWAL**, (Phone No. 8777276497)  
**Aadhar No. 536343033301**, Son of Ashok Kumar Agarwal, By  
Faith- Hindu, By Occupation- Social Worker, Nationality-Indian,  
residing at 277, Jessore Road, P.O- South Dumdum, P.S- Lake  
Town, Dist- North 24 Praganas, Kolkata- 700048, West Bengal,  
India, Hereinafter jointly referred to as "**THE TRUSTEES**"  
(which expression shall unless excluded by or repugnant to the  
subject and context be deemed to include the Trustee or  
Trustees for the time being of these presents and/or survivor or  
Survivors of any of them and their successor or successors in  
office) of the **OTHER PART**.

14 OCT 2021

Sl. No. 16245 DATE.....  
NAME.....  
ADD.....  
AMT. 500

Agarwal Shyam Pariwar Samity  
284/2 Jesore Rd  
KOL 48

verified that a single stamp of the value  
Rs. 500 required for the  
purpose is not available at the  
office. Number of stamps required  
from the office is 1. Make up the balance  
amount for the purpose.

1 @ 500.00  
1 @ 50.00  

---

2 @ 550.00

*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



*12*  
ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2021

**WHEREAS THE SETTLOR** out of humanity and natural love to the society is desirous of settling the **TRUST** of handing over a sum of Rs. 10,000/- (Rupees Ten thousand only) to the TRUSTEES with the intention that they shall hold the said sum and income arising therefrom **TRUST** subject to the power and provisions hereinafter/herein Group declared of convening the same which the **TRUSTEES** have agreed to do and all the donation contributions, additions, accumulations to the said money and conversion thereof and invest in which the same way from time to time be invested and all other movable and immovable properties and assets that may from time to time be invested in the Trust or be received by them by way of donations or acquired by them or may come into their hands by virtue of these presents or by otherwise howsoever in relation to the Trust hereby created, hereinafter referred to as "**THE TRUST FUND**" i.e. the "Trust Property".

**AND WHEREAS** with a view to and for the purpose of constituting the Trust permanently for the purpose of carrying on the objectives of the Trust as mentioned hereafter under the "Aims and Objects" clause of this Deed of Trust, it is considered desirable that for the purpose of creation of this Trust the declaration of the Trust should be made in the manner set out hereunder.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

Name of the Trust shall be:- **AGARWAL SHYAM PARIWAR SAMITY**

The Registered Head office of the Trust shall be located at FL-1G, 284/2 Jessore Road, LP-3/12, Kolkata- 700048, West Bengal, India. The office of the Trust may be shifted to any other place in West Bengal. **This place shall be used for corresponding address only and shall not be treated and used as Trust Property.**

**4. INTERPRETATION:-**

Trust means the Trust created by this Deed Viz. **AGARWAL SHYAM PARIWAR SAMITY, A non profitable non commercial PUBLIC CHARITABLE PURPOSE ONLY**

- a) The Board shall mean the Board of the members which may be filled up by co-option of the existing Trustees created by this Deed with renowned and suitable persons.
- b) **TRUST PROPERTY:-** shall include every kind of property movable and immovable to be owned by the Trust and mentioned in accounts, books and other documents in the possession, custody and control or that ought to be in possession, custody and control or possession of the Trust.

**5. AIMS AND OBJECTS OF TRUST:-**

- i. To promote, establish, start, maintain, organize, run, manage, supervise, superintendent, co-ordinance, affiliate, control, guide and grant aid to the, Vocational training centers, libraries, auditorium, and other educational institutions for the promotion of the arts, literatures, science and commerce:
- ii. To promote, establish, start, maintain, organize, run, manage, supervise, superintendent, co-ordinance, affiliate, Nursery to 10+2 English /Bengali Medium Schools, Spoken English centers, Cultural Programme, control, guide and grant aid to the hostels, laboratories, libraries, auditorium, and other educational institutions for the promotion of the arts, literatures, science and commerce:



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

- iii. To establish, run, support, maintain and grant aid or other financial assistance to schools, colleges, libraries, reading rooms, universities, laboratories, Teachers' Training Colleges like, B.ED, D.Led, Colleges, JBT colleges, research study Centers, training centers, Fineart College, Engineering College, Engineering Colleges including industrial training centers, Share Trading Training institution(s) and / or other allied institutions of the like nature in India, for use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
- iv. To establish, develop, maintain, run and to do all kinds of Educational Programs, take part in state Govt. and central Govt. programs like NSDC (national skill Development corporation), NCTV, PBSSD & any other educational programs.
- v. To undertake traditional and experimental activities for the welfare of the children protection, women, handicapped, blind persons and destitute in the social structure:
- vi. To arrange for a conservation of such parks where rare species of animals and birds breeding and bird rescue Centre, shall remain and growing and take care of them shall be done for gathering knowledge by students of schools and colleges :Renewable Energy Projects like Solar, wind, Bio-mass/ Bio-gas/Horticulture / Floriculture/ Vermi-culture/ Pisciculture/ Animal Husbandry/ Medicines Plants/ Viticulture Plants/ Viticulture Projects etc. in the rural areas:
- vii. To create job opportunities for the local/zonal /Handicraft Unit/ Medical Sub-unit/ handicapped, orphans and other categories of people, knitting, tailoring etc. and to organize training programmes for such developmental programmes, Nursing Training, concession, for training periods, in Govt. bus and train, only for the poor.
- viii. To establish, maintain, control, manage and or render financial assistance to medical college, including all treatment facilities to hospitals, health centers, nursing home, dispensaries, maternity homes, clinics, Diagnostic centers, sanatorium and other establishments for providing medical facilities and to promote medical research in these centers in all faculties and systems of medical practices and provide medical help including supply of medicines providing Ambulance services, arrangement of medical van and medical unit to the public irrespective of any caste, colour and creed and to promote research for medicines for cancer and other incurable diseases:
- ix. To start, support, organize and give financial aid to the social, cultural and moral renaissance of the people and to develop physical, mental and educational capacity of the society and to promote schemes for such purposes:
- x. To organize people of different Classes for imparting Co-operational Sympathy and good-will among the members through social, moral and cultural development.
- xi. To train the people of the all Community for upgrading the standards of living and make them aware of civic sense and knowledge.



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020



- xii. To take appropriate measures against the drought, heavy rain falls, floods, earthquakes and other natural calamities and to supply foods medicine and hygienic materials to the affected persons thereof.
- xiii. To open Charitable dispensaries inviting qualified doctors at least once in a week to check the health of the Poor and deserving Public especially the poor and deserving people of all communities including the mothers health and child health and also to distribute medicines among the concerned at free of cost.
- xiv. To establish several educational vocational and cultural programmes, forums etc.
- xv. To organize cultural functions amongst the students of the all communities and other interested participants.
- xvi. To help the poor and needy students of the all communities for the continuation or for the smooth running and protection of their studies.
- xvii. To arrange and organize blood donation camps including the lectures, debates, discussions, seminars and excursions for the diffusion of knowledge including the classes and demonstration of social welfare and family welfare in the light of education.
- xviii. To organize physical and mental indoor and outdoor games, sports, cultural functions, debates and literacy competitions and other types of amusements as a part of co-curricular activities inside and outside the society.
- xix. To ensure child's or children's health development and education and also to provide education to the children of the down trodden especially people of the all communities.
- xx. To help the poor and needy people in marriage, funeral and cremation of the dead.
- xxi. To make an arrangement for supplying fluoride free water especially to the public of the all communities.
- xxii. To enhance sympathy fellow feeling and unity among the followers or different faiths so as to grow a sense of specially religious toleration as well as social activities also to carry on and conduct social and humanitarian a service especially to the people of the all communities irrespective of their castes and creeds.
- xxiii. To raise funds or receive all sorts of grants, aids, donations or any other financial assistances from the Govt. of India, Govt. of West Bengal in the Ministry of Health, Education and Library Sciences etc. and also from the Ministry of Social Welfare and any other Social Welfare Govt. Institutions and also from any individuals, which may be essential mainly for the development of this Society only, and also to utilize all those collections, donations, funds solely for this society.
- xxiv. To organize and undertake social welfare programmes and activities to foster social unity and to reform the society through moral and ethical movements for awakening of the self in relation to the society and to organize the dedicated youth to serve the suffering of humanity:
- xxv. To establish, maintain and grant aid to institutions for the relief of the poor advancement of education for the aforesaid purpose or purposes



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

and to grant periodical and other occasional help to the deserving persons:

- xxvi. To do, any other act for the advancement of general public utility without distinction or discrimination of sex, colour, caste, creed or religion:
- xxvii. To grant relief on the occasion of famine, earthquake, other epidemic and other occasion of calamities of similar nature and to give donations, subscriptions, or contributions to the institutions, establishments or persons during relief work on such occasions:
- xxviii. To establish, maintain, control, manage and give financial aid to orphanages, widow-homes launch, asylum home for destitute and insane persons and other establishments for relief:
- xxix. To organize, hold and/or arrange to hold seminar, function, workshops, conferences, lectures, debates, recitations, symposiums and other cultural and literary programmes and social gatherings by inviting men of eminence and scholars of outstanding national reputation for the same for the promotion of the aforesaid objects of the **TRUST**.
- xxx. To grant scholarships, stipends, awards and prizes, financial aid and assistances and other emoluments to students, research scholars and to undertake any research works for the attainment of the objects of the **TRUST**.
- xxxi. To co-operate with the Government and Non-Government organization for any development activity of the rural and urban areas:
- xxxii. To work for development of community awareness and vocational education for the rural women:
- xxxiii. To perform work on progress of knowledge for rural people and to establish and maintain paper, print Media, Electronics Media, Publication, libraries, reading rooms, adult literacy classes, for educational technical, agricultural or medical knowledge:
- xxxiv. To seek receive and take any subscription or gifts or donation of all kinds like money or property both movable or immovable donated by any organization or individual in INDIA for any of the objects of the **TRUST**:
- xxxv. To establish rural libraries for providing text books to the all community students and rural students living below the poverty line:
- xxxvi. To organize creche, vocational homes, residential schools and other Government programmes, extending schemes as the TRUST BOARD may deem fit and proper.
- xxxvii. To raise fund by way of donations, fees etc. from any person/s, the state or central Government Organizations, companies corporate agencies, institutions or otherwise for the TRUST and/or to provide funds to such beneficiaries as many be identified by the **TRUST**: All donation any person or any organization by way of valid instrument and must be attached as per proper legal norms and valid document and receipts.
- xxxviii. To take up any Water-shed management projects in the adjoining areas:
- xxxix. To propagate the idea of integrated social development in all possible manner:



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

- xi. To promote the educational, social; Economic, and welfare of the people in general and under privileged and back ward section of the society in particular.
- xli. To organize, manage, maintain and run Education Movement, Social and Education Caravan, Computer centre, Work-shop, Training Programmes, Symposia Seminars, Meetings and such other programmes for the promotion of education and literacy among the people in general and backward section of the society in particular.
- xlii. To award scholarship to deserving students for technical, medical, professional, religious, general and higher studies and also to provide financial help; to deserving students and scholars.
- xliii. To establish and maintain adult Education Center especially in the Rural Areas and in Slums for eradicating illiteracy and ignorance and to appoint teachers and supervisors for managements of such Centers.
- xliv. To Conduct organize Seminars, Symposia, Get-together, Public meeting to create and develops general awareness and Communal Harmony, peace and to eradicate and abolish communal hatred and ill-feeling among the people.
- xlv. To impart education with up to date knowledge of latest developments within all fields of human activities, and to make original contribution to the refinements, enhancements and increase of such Knowledge, application of the same to the moral, material and spiritual upliftment of the community.
- xlvi. To encourage athletic activities of youth and student and to conduct tournaments, sports and game for them.
- xlvii. To associate, co-operate and collaborate with the assistance and help of any other Society/Trust having object and aims similar or akin to the object and aims of the Trust in appropriate ways.
- xlviii. To form Welfare activities for the Media & distressed public.
- xliv. To form a Social Welfare & Religious Mission for the General people.
  - i. To form a Marriage Fund for the poor female.
  - ii. Orphanage, rest house in different terminal area, awareness camp & emeute, monitoring of hermitages, melioration of villages, multi vegetative program, adventure & missionaries program like about literacies, global exaltation. matrimony helps...etc
- lii. **This Trust shall be commenced on and from 14/10/2020**
- liii. **The trust shall never borrow and/or augment money from the public or open market by announcing attractive financial investment scheme.**
- liv. **All aims /objects/purpose of the trust herein stated above shall come into effect/force after necessary appointment of the competent govt. authority in the case where affiliation / permission/license/ sanction is required.**
- lv. **The trust will never acts like Micro financing, micro credit, franchise and Money Laundering (act-2012) Economic**



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

offence/crime and in nature and shall not obtain any donation or like that from abroad without getting the permission of FCRA ACT from the central Govt./the competent Govt. authority which the Trust and the trustees are responsible for and the whole trust is void. And come under the all punishable laws.

- iv. The Trust will never acts which are illegal and unlawful in nature and also oppose to the public policy and contrary to the law of the country for which the trust and the trustees are responsible for that and the whole trust is void. and come under the all punishable law.
- lvii. **Lawful purpose:-** A Trust may be created for any lawful purpose. The purpose of a Trust is lawful unless it is  
 (a) forbidden by law, or (b) is of such a nature that, if permitted, it would defeat the provisions of any law, or (c) is fraudulent, or (d) involves or implies injury to the person or property of another or (e) the Court regards it as immoral or opposed to public policy. Every Trust of which the purpose is unlawful is void. And where a Trust is created for two purposes, or which one is lawful and the other unlawful, and the two purposes cannot be separated, the whole Trust is void.
6. To perform that notwithstanding herein contained in the income as the corpus OF THE TRUST fund the same shall be applicable and applied to for non profitable non commercial PUBLIC CHARITABLE PURPOSE ONLY within such territories and subject to such conditions or limitation if any as may from time to time be laid down by the Income Tax Act, 1961 or any other acts governing taxation of income the wealth of PUBLIC CHARITABLE TRUST so as to render the TRUST hereby established as well as its income eligible for exemption from taxation under such Act or acts, now or prevailing or any modification replacement thereof.
7. To act in such a way that the TRUST hereby established shall always retain the status of one such TRUST to which provisions of section 80G/ 12A/ FCRA/35AC/ 10(23C)IV/V/VIA of the Income Tax Act, 1961 or any modification replacement or thereof for the time being in force shall apply so that any donation or contribution thereto is recognized as eligible for exemption or relief from tax in the hands of the donor.
8. **ADMINISTRATION:-** The properties and funds shall vest in the name of Trustees constituted by persons executing the Deed of the Trust. The number of members of Board of Trustees shall not exceed 15 and the vacancies can be filled by co-option by the existing Trustees.
9. **OFFICE BEARERS:-**  
 Office bearers of the trust shall be initially as follows:-

Name	Post
1. ASHOK KUMAR AGARWAL	PRESIDENT
2. JYOTI AGARWAL	SECRETARY
3. SUBHAM AGARWAL	TREASURER

The Board of Trustees is also Empowered to created any office bearer post and elect office bearers to fill up the post form the Trustees and/or from outside the Board of Trustees. The above office-bearers shall be elected by the co-option of the Trustee at a meeting convened for the purpose.



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020



**10. VACANCIES:-**

A vacancy shall arise among the Trustees in the following cases-

- i. When a Trustee dies.
- ii. When he resigns his office as a Trustee.
- iii. If he becomes Bankrupt.
- iv. If he becomes in sane or otherwise become incapable to act or.
- v. When he is absent from three consecutive meeting of the Board, unless the Board records condoning such absence in the minutes of the meetings of the Board of Trustees for substantial cause.
- vi. When it becomes insolvent.
- vii. When convicted of any criminal offence involving moral Turpitude.
- viii. When he acts or does anything detrimental to the interest of the Trust.
- ix. On medical evidence when he is declared physically or mentally unfit by a resolution of the Board at a meeting convened for the purpose.

**11. FUNCTIONS OF THE OFFICE BEARERS:****PRESIDENT:-**

- i. President **WILL BE ELECTED BY THE MAJORITY OF THE MEMBERS** trustees present in the meeting convened for the purpose.
- ii. The president is empowered to take decisions on urgent matters, but such be approved by the Board within a period of 30 days.
- iii. The President will preside over the meeting of the Trust and conduct the proceedings.
- iv. The president in his own decision or by the request of the 2/3<sup>rd</sup> of existing members can call for the meeting of the Trustees.
- v. The President is empowered to delegate such powers to any other members of the Trust as he may deem fit.
- vi. The President is empowered to dissolve the committee or the Board in any abnormal situation.

**11 (A ). VICE-PRESIDENT:-**

In absence of the president Vice- president shall have all the power of the president.

**12. SECRETARY**

The Secretary who will act as managing trustee of the Board of Trust, elected under the control and supervision of the Board, shall conduct and manage all the affairs of the Trust, it's all properties and institutions, sign papers and carry on the despondence on behalf of the Trust, and shall be responsible for the safe custody of records of the Trust, and keeping of the proper accounts thereof. He shall also perform such other duties as may be entrusted to him from time to time. The President, The Secretary shall attend to the correspondence and today affairs of the Trust. The Secretary shall carry out all the resolution of the Trust and for that purpose he shall have power to incur necessary expenditure form and cut of the funds of the Trust, subject to a maximum of Rs. 50,000/- (Rupees Fifty Thousand) only and anything in excess of Rs. 1,00000/- (Rupees One Lakh) only is to be incurred with the sanction of the Board. He shall have the custody of the correspondence and other books relating to the affairs of the Trust.

**12.(A). ASSISTANT SECRETARY:-**

The Assistant Secretary shall assist the Secretary in all affairs of the Trust. In absence of the Secretary and on request he will have the powers and to perform duties of the Secretary.

**12.(B). TREASURER:**

The Treasurer shall conduct and receive all sorts of subscriptions, donations and deposit or money and grant receipts of money thereof. He will maintain and keep cash book and such other books of accounts as are necessary.



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

13. The Board of Trustees may, by a unanimous vote of all the Trustees for the time being except the Trustee proposed to be removed, remove any Trustee, permanent or otherwise, from office after finding the Trustee proposed to be removed guilty of serious misconduct in relation to or covering the trust estate or trust estate or trust affairs and after arriving at definite conclusion that for the reasons to be recorded in within the continuance of the Trustee proposed to be removed as Trustee or these presents was desirable keeping to the object of the trust in view other related or connected matters provided however that on conclusion of such shall be arrived at without giving to the Trustee proposed to be removed a full and fair opportunity of explaining his conduct and/or the charges leveled against his for his removal and the decision of the Board of Trustees in this behalf shall final and binding and shall not be called nay question anywhere.
14. **APPOINTMENT OF THEIR EMPLOYEES.**  
They shall have also power employ necessary staff for management, administration and running of the Trust in general and of institution in particular on such reasonable salaries and remunerations and on such terms as may be appear proper, to the Trustees for managing the affairs of the Trust and the Institutions and for the purpose of achieving of the objects of the Trust. They may be allotted or entrusted with such duties and responsibilities.
15. **BANK ACCOUNT: (i)** The Board of Trustees may open such Bank Account or Accounts in any of the Banks in the name of **AGARWAL SHYAM PARIWAR SAMITY** such accounts shall be jointly operated by the president/secretary/ Treasurer and Managing trustee.  
(ii) The Trust may open Bank Account/s in the name of institution/organization founded by the Trust.
16. **THAT** the **TRUSTEES** may engage themselves and carry on any business for and on behalf of the **TRUST** established by this Deed and may invest any part of funds or assets of the **TRUST** fund in such business or Businesses for the benefit of the beneficiaries and in such case individually that **TRUSTEE** shall remain responsible for his wrong and loss and for this the **TRUST MANAGING TRUSTEE** and the **SETTLER** shall remain indemnified:
17. **THAT** the **TRUSTEES** shall maintain the true and fair account of the **TRUST FUNDS**, receipts and disposed of or spent and all matters in course of management of this **TRUST**, in respect thereof or in relation to the carrying out of the object and effects to the **TRUST PROPERTY**. The accounting year of the **TRUST** shall be accounted for i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March, of each English calendar year:
18. **THAT** the number of **TRUSTEES** shall be not less than 3 and not more than 15. If there shall be any vacancies of the office of the **TRUSTEES** the same shall be filled up by the continuing remaining **TRUSTEE** or **TRUSTEES** by the process nomination in consultation with and acceptance of the **SETTLER**.
19. **THAT** the **TRUSTEES** shall have the full power to compromise or to compound all actions against such suits and settle all accounts relating to the **TRUST PROPERTY** and to do all suits and settle all accounts relating as fully and effectually as if they were absolutely entitled to the **TRUST PROPRETY** without being liable or answerable for any loss thereby.
20. **THAT** the receipt of the **TRUST** for any money, stocks, funds, shares, securities or investments paid delivered or transferred to them in execution of the **TRUST** or



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

power hereof shall effectually be released and discharged the persons paying delivering or transferring the same.

21. **THAT** the **TRUSTEES** jointly shall be responsible for such money, stocks, shares, funds and securities as they actually receive notwithstanding their respectively signing a receipt jointly with other for the sake of conformity and shall be answerable and accountable for the account, receipts neglects and any banker, broker or other person or persons with whom or whose hands any **TRUST** moneys or securities may come or be deposited or given or for insufficiency of deficiency of any stocks, shares, funds or other securities nor for any other loss unless the same shall happen through their default or negligence respectively:
22. **THAT** the **TRUSTEES** shall reimburse and pay and discharge out of the **TRUST FUND** all expenses incurred in course of the execution and administration of the **TRUSTEES** and in uses or for carrying out their duties these presents but they shall not be entitled to any honorarium or salary for the **TRUST**:
23. **THAT** in case of difference of opinion among the **TRUSTEES** decision of the majority **TRUSTEE** as the case may be shall prevail and by every three months meeting of the **BOARD OF TRUSTEE** shall be held and evolution of the works of each member of the **BOARD OF TRUSTEE** shall be made in the annual meeting of the **BOARD** and in that meeting ineffective member of the **BOARD** shall be expelled in proper system:
24. **THAT** any **TRUSTEE** may delegate in writing all or any of his or her powers under these presents to his or her **CO-TRUSTEE** as nominee who will be entitled to exercise such power or powers. In the same manner as the **TRUSTEE** himself could do personally notwithstanding anything herein contained the **TRUSTEE** shall be entitled to use the name of the **TRUST** in connection with any matter relating to the said **TRUST** and for the purposes the said **MANAGING TRUSTEE** for the **TRUST** shall appoint, dismiss and reappoint any staff, manager, lawyer, adviser, advocate, auditor and substitutes and pay their expenses and fees as shall be deemed reasonable from time to time and for the purposes of the said matters and actions in Courts or otherwise the **TRUSTEES** or any of them or the **MANAGING TRUSTEE** shall be entitled to sign and verify all plaints, petitions, pleadings, written statements memorandums, Vakalatnamas powers the **TRUSTEES** or any of them shall be entitled to appear for and on behalf of the **TRUST** and give evidence orally or adduce any evidence and take necessary proceedings on the matters and actions:
25. **THAT** any of the **TRUSTEES** may retire from trusteeship if he or she so desires, but with acceptable reasons:
26. **THAT** the power to appoint/nominate new or additional **TRUSTEES** so as not to exceed the maximum number of **TRUSTEES** existing herein and to fill vacancy in the office of the **TRUSTEE** shall vest in the continuing **TRUSTEE** or **TRUSTEES**.
27. **APPOINTMENT OF NEW TRUSTEES** It is agreed that if the Trustee sees fit he may appoint an additional Trustee to be Trustee of the Trust. Change of Trustee. It is agreed that if the Trustee becomes unable or unwilling to act as Trustee of the Trust he or his lawful representative may appoint a new Trustee to be Trustee of the Trust provided that this new trustee shall accept his appointment



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

28. **DELEGATION OF POWER** : The Trustee shall have the power to delegate the administration of the Trust to any third party which he in his absolute discretion shall see fit provided always that the Trustee remains responsible for the actions of any party to whom he has delegated authority.
29. **THAT** on a new **TRUSTEE** being appointed/nominated on his signing the Minute Book to holding the effect of his possession of the **TRUST PROPERTIES** shall vest in him along with the other **TRUSTEES** for the time being and he will be entitled or to carry out the duties and function of a **TRUSTEE**:
30. **THAT** for amendment or change of any clause of this **TRUST DEED** the **MANAGING TRUSTEE** shall prepare it and get in accepted by the **BOARD OF TRUSTEE**: **THAT** in case members of **BOARD OF TRUSTEE** decide finally in the meeting of the **BOARD OF TRUSTEE** that they shall not continue the **TRUST** may more, they shall after clearing all the accounted liabilities fully of the **TRUST** from the proceeds of the assets of the **TRUST**, wind up **THE TRUST** legally, and shall handover all the residue assets of the **TRUST** to a similar **CHARITABLE TRUST** or The Government who will carry on all the works of this **TRUST**.
31. **THAT** in all meetings of the **TRUSTEES**  $2/3^{\text{rd}}$  of the existing **TRUSTEES** will form a quorum provided however, that if it the number of **TRUSTEES** fall below  $2/3^{\text{rd}}$  then for the purpose of appointing a **TRUSTEE**  $2/3^{\text{rd}}$  of the existing **TRUSTEE** will be a quorum.
32. **IMMOVABLE PROPERTIES OF THE TRUST**  
 No immovable property belongs to the Trust shall be sold, exchanged, transferred, converted, mortgaged or alienated in any manner whatsoever except when such exchange, transfer, conversion or alienation :
- i) Is imperative in the interest of the Trust and Institutions and Department connected therewith,
  - ii) Is not likely to adversely affect to any extent whatsoever the existence and benefit of the Trust, Institution and departments connected therewith an object of the Trust, and
  - iii) Is decided to that effect by the Board in its meeting by a resolution passed by majority of the Trustees present.

### **33. AMENDMENTS TO THE SCHEME**

If any time it is found that alterations in any of the provision of the Trust or scheme for the purpose of effective achievement of the object of the Trust are imperative and very essential, then the Board shall approve such alteration by a resolution passed in its meeting and thereafter the modification shall become part and parcel of the terms, condition and provisions of this Trust and of this scheme.

The Board may at any time and from time to time make, amend, delete and rescind rules and bylaws for the conduct of this business, for the control, management and administration of the Trust made under this Trust deed and for carrying out the objects of the Trust relating to any matter under this scheme, provided that such rules and bylaws shall not be inconsistent with or repugnant to any provisions of the scheme of the Trust.



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020



**34. INVESTMENT OF TRUST FUNDS:**

1. The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
2. The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

**35. INDEMNITY:**

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

**36. APPLICABILITY OF TRUST ACT:**

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

**37. DISSOLUTION CLAUSE:**

In the event of dissolution or winding up the Trust, the assets remaining as on date of dissolution shall under no circumstances be distributed among the trustees/members of the managing committee/Governing body, but the same will be transferred to another Charitable Trust whose objects are similar of those of this Trust and which enjoys recognition under section 80 G of the Income Tax Act 1961 as amended from time to time.

**38. AREA OF OPERATION:**

That all activities of the Trust shall be extended to the territories of India.

**39. IRREVOCABLE:** That the Trust is irrevocable.

**40. UTILISATION:**

To apply the whole or part of the income of the Trust or accumulation thereof or whole part of the corpus of the Trust Fund for one or more of the object of the Trust may determine from time to time.

**41. SAVE CUSTODY OF TRUST ESTATE:**

That all securities, investments bonds, title deeds etc. relating to the Trust estate shall be kept in the safe custody with the Trustees or Bankers(s) of the Trust.

**42. DECLARATION:**

This Trust and Scheme set forth under Indenture shall come into force immediately after the execution and registration thereof. The Settlor and Trustees above named also hereby declare that they have consented to be the Trustee under this Trust and that in witnesses whereof the Settlor, Trustees above named as party hereto have affixed their signature hereunder.

**SCHEDULE**

**At present the trust has no immovable and landed property in it's own name and no immovable and landed property is being settled in favour of this trust by this document and no immovable property is involved in this trust deed. except Rs. 10,000/- (Rupees Ten thousand only).**



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

IN WITNESSES WHEREOF the settler and trustees have set and subscribed their respective signatures on the day month and year first above written.

Agarwal

SIGNATURE OF THE SETTLOR - TRUSTEE

Agarwal

Tyoti Agarwal

Subham Agarwal

WITNESSES

1. Vishal K. Singh  
36, Rabindra Sarani  
Delhi, Howrah-711204

2. Manoj Alam  
Datta  
Hanra

SIGNATURE OF THE TRUSTEES

Drafted by  
as per declaration in  
document by the settlor.

H. C. Karim  
Advocate

High Court, Calcutta.

Enrolment No. WB/867/83.



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
14 OCT 2020

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Agarwal



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Jyoti Agarwal



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Subham Agarwal






*19*  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
14 OCT 2020










### Major Information of the Deed

Deed No :	IV-1902-00592/2020	Date of Registration	14/10/2020
Query No / Year	1902-3001352860/2020	Office where deed is registered	
Query Date	14/10/2020 12:47:19 PM	1902-3001352860/2020	
Applicant Name, Address & Other Details	SK CONSULTANCY Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874391873, Status : Solicitor firm		
Transaction	Additional Transaction		
[4324] Other than Immovable Property, Settlement other than religious or charitable purpose	[4302] Other than Immovable Property, Deed of Trust [Rs : 10,000/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 10,000/-			
Stampduty Paid(SD)	Registration Fee Paid		
Rs 550/- (Article:58A)	Rs. 121/- (Article:A(1), E, E)		
Remarks			

#### Donor of Settlement Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr ASHOK KUMAR AGARWAL</b> Son of Mr RAM CHANDRA AGARWAL Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office	 14/10/2020	 LTI 14/10/2020	 14/10/2020
, 277, JESSORE ROAD, P.O:- SOUTH DUM DUM, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx0A, Aadhaar No: 25xxxxxxxx5465, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				

**Donee of Settlement Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr ASHOK KUMAR AGARWAL (Presentant )</b> Son of Mr RAM CHANDRA AGARWAL Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office			
	14/10/2020	LTI 14/10/2020	14/10/2020	
Son of Mr RAM CHANDRA AGARWAL Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No: 25xxxxxxxx5465, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				
2	<b>Name</b> <b>JYOTI AGARWAL</b> Wife of Mr ASHOK KUMAR AARWAL Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office			
	14/10/2020	LTI 14/10/2020	14/10/2020	
Wife of Mr ASHOK KUMAR AARWAL Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Aadhaar No: 32xxxxxxxx5106, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				
3	<b>Name</b> <b>Mr SUBHAM AGARWAL</b> Son of Mr ASHOK KUMAR AARWAL Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office			
	14/10/2020	LTI 14/10/2020	14/10/2020	
Son of Mr ASHOK KUMAR AARWAL Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Aadhaar No: 53xxxxxxxx3301, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				



Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr VIVEK KUMAR SINGH</b> Son of RADHESHYAM SINGH 36,RABINDRA SARANI, P.O:- LILUAH, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711204			
	14/10/2020	14/10/2020	14/10/2020
Identifier Of Mr ASHOK KUMAR AGARWAL, Mr ASHOK KUMAR AGARWAL, JYOTI AGARWAL, Mr SUBHAM AGARWAL			

On 14-10-2020

**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 : 58A of Indian Stamp Act 1899.

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

Presented for registration at 16:35 hrs on 14-10-2020, at the Office of the A.R.A. - II KOLKATA by Mr ASHOK KUMAR AGARWAL , one of the Claimants.

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

Execution is admitted on 14/10/2020 by 1. Mr ASHOK KUMAR AGARWAL, Son of Mr RAM CHANDRA AGARWAL, , 277, JESSORE ROAD, P.O: SOUTH DUM DUM, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 2. Mr ASHOK KUMAR AGARWAL, Son of Mr RAM CHANDRA AGARWAL, , 277, JESSORE ROAD, P.O: SOUTH DUM DUM, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 3. JYOTI AGARWAL, Wife of Mr ASHOK KUMAR AARWAL, , 277 JESSORE ROAD, P.O: SOUTH DUM DUM, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Others, 4. Mr SUBHAM AGARWAL, Son of Mr ASHOK KUMAR AARWAL, , 277 JESSORE ROAD, P.O: SOUTH DUM DUM, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Others

Identified by Mr VIVEK KUMAR SINGH, , Son of RADHESHYAM SINGH, 36,RABINDRA SARANI, P.O: LILUAH, Thana: Liluah, , Howrah, WEST BENGAL, India, PIN - 711204, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 121/- ( A(1) = Rs 100/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 121/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 545/- and Stamp Duty paid by Stamp Rs 550/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 16245, Amount: Rs.550/-, Date of Purchase: 14/10/2020, Vendor name: M GHOSH

↓

**Abhijit Basu**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - II KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1902-2020, Page from 23937 to 23965

being No 190200592 for the year 2020.



Digitally signed by ABHIJIT BASU  
Date: 2020.12.09 16:50:29 +05:30  
Reason: Digital Signing of Deed.

(Abhijit Basu) 2020/12/09 04:50:29 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)



M.N. 09339465409.

AGARWAL SHYAM PARIWAR SAMITY

*Agarwal.*

TRUSTEES

AGARWAL SHYAM PARIWAR SAMITY

TRUSTEES

