

442

Signed
Principal
Swami Vivekananda Kendriya Vidyalaya
Tiloi Nagar, Moran

Swami Vivekananda
SR

0595
12/8/21



2021/7/3068

07/21

Amount 100/-

J

- Rabintra Nath
Bhattacharjee



L.T.I.
1047

- Rabintra Nath
Bhattacharjee



L.T.I.
1048

- Arunima Das



L.T.I.
1049

- Sudipta Kaushik



L.T.I.
1050

- Sanjukta Dutta



L.T.I.
1051

- Arunima Das
(Attorney holder)

VU-266
SRI ANAK BARUA
GOVT. STAMP VENDOR
DIBRUGARH

On 20/8/2021

11:30

By Sri Rabintra Nath Bhattacharjee

At Ambika Nath Sarma Bhattacharjee

Guest Milan Nagar

P.S. Dibrugarh Dibrugarh

Execution is
admitted by—

(1) Sri Rabintra Nath Bhattacharjee
(2) Smt Arunima Das for self
and Trustee No-(5)

(3) Sri Sudipta Kaushik
(4) Smt Sanjukta Dutta
(5) Sri Mukhikam Bhowrah
(6) Sri Uddipta Kaushik
(7) Smt Rupalke Bhattacharjee

Who is testified by Smt. Sugandhyasree Bhattacharjee
Schedule No. Smt. Rabintra Nath Bhattacharjee
Son of Mr. Rabintra Nath Bhattacharjee
of Vill. Guest Milan Nagar
P.S. Dibrugarh District Dibrugarh

Principal
Swami Vivekananda Kendriya Vidyalaya
Tiloi Nagar, Moran



Rabindra Nath
Bhattacharjee

Arunima Das

Suddipta Kaushik

-2-

Sanjukta Dutta

Arunima Das
(Attorney holder)

Mukli K. Sen

Uddipta Kaushik

Rupali Bhattacharjee

(3) SRI SUDDIPTA KAUSHIK, son of Sri Rabindra Nath Bhattacharjee, aged about 33 years, resident of West Milan Nagar, P.O. C.R. Building, P.S. Dibrugarh, District Dibrugarh, Assam,

(4) SMTI. SANJUKTA DUTTA, aged about 38 years, W/o Capt. Mridunoy Dutta, C3, House No.8, Bedanta Residency, 5th Bye Lane (Rongnail Path), Zoo Narengi Road, Guwahati-21,

(5) SMTI. SUJATA GOSWAMI, aged about 36 years, W/o Mr. Priyankan Goswami, resident of C 705, S3 Lifestyle Apts., Kunal Icon Road, Pimple Saudagar, Pune- 411027,

(6) SRI MUKTIKAM DUARAH, S/o Sri Bapdhan Duarah, aged about 40 years, resident of Kanoi College Hostel Road, Naliapool, P.O. Dibrugarh - 786001

(7) SRI UDDIPTA KAUSHIK, son of Sri Rabindra Nath Bhattacharjee, aged about 38 years, resident of West Milan Nagar, P.O. C.R. Building, P.S. Dibrugarh, District Dibrugarh, Assam and

(8) SMTI. RUPALI BHATTACHARJEE, wife of Sri Rabindra Nath Bhattacharjee, aged about 61 years, resident of West Milan Nagar, P.O. C.R. Building, P.S. Dibrugarh, District Dibrugarh, Assam, hereinafter jointly called 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 their successors in office) of the SWAMI VIVEKANANDA TRUST.

WHEREAS the aforesaid SWAMI VIVEKANANDA TRUST was duly constituted by executing a registered Deed of Trust, being Registered Deed of 429, Sl. No. 1481 of the year, 2006 for the purpose of promotion, propagation and development of the ideals of Swami Vivekananda, viz., Man-making and Nation building through *tyaga* and *seva* under the terms and conditions as stipulated therein with the following Trustees namely :

1. Smti. Arunima Das
2. Sri Bhuvan Chandra Dutta

Contd...3





L.T.I
1052

- Mukti K. Dhand



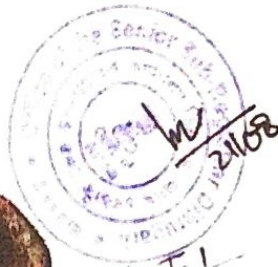
L.T.I
1053

- Uddipta Kausik



L.T.I
1054

- Rupali Bhattacharjee.



L.T.I
1055

- Sugandhparva Bhattacharjee

3. Smti. Subarna Saikia Chutia
4. Mrs. Anuradha Rajkhowa
5. Sri Ashish Paul
6. Sri Ashok Das
7. Sri Bhaben Koch and
8. Mrs. Juri Gogoi

AND WHEREAS said Sri Bhuban Chandra Dutta due to his ailness expressed his unwillingness to render his service as a trustee and therefore he desired to resign from the Board of Trustee. That apart said Smti. Subarna Saikia Chutia, Mrs. Anuradha Rajkhowa and Mrs. Juri Gogoi also desired to resign from the Board of Trustee and the Board of Trustee therefore in its meeting dated 2.5.2017 resolved to accept resignation of the aforesaid trustees from the Board of Trustees.

AND WHEREAS the Board of Trustees in its aforesaid meeting also resolved to induct Sri Rabindra Nath Bhattacharjee, Smti. Sujata Goswami, Smti. Sanjukta Dutta and Sri Uddipta Kaushik as the Trustees in the Board of Trustees ;

AND WHEREAS said Sri Ashok Das has resorted to act prejudicial to the interest of the trust, the meeting of the Board of Trustees held on 28.7.2021 therefore resolved to remove the name of said Sri Ashok Das from the Board of Trustees of said Swami Vivekananda Trust. That apart Sri Ashis Paul and Sri Bhaben Konch who desired to resign from the Board of Trustees, the said meeting of the Trust as such accepted their resignation.

AND WHEREAS the aforesaid meeting also resolved to nominate Sri Suddipta Kaushik, the Manager/Director of Swami Vivekananda Kendiya Vidyalaya as the Joint Secretary as per Clause 18(IV) of the Constitution of Swami Vivekananda Kendiya Vidyalaya, Tiloinagar, Moran and to entrust him with all the administrative acts and to appear before any authority, Court, Tribunal, statutory Forum etc. and to execute necessary documents, acts, deeds etc. as required for and on behalf of the Board of Trustees.

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Shreed
Principal
Swami Vivekananda Kendiya Vidyalaya
Tiloi Nagar, Moran

Rabindra Nath
Bhattacharjee

Anuradha Das

Suddipta Kaushik

3-

Sanjukta Dutta

Anuradha Das
(Attorney holder)

Mukti K. Guaral

Uddipta Kaushik

Purpali Bhattacharjee

Rabindra Nath
Bhattacharjee

Arunima Das

Suddipta Kaushik

4

Sanjukta Dutta

Arunima Das
(Attorney for the Trust)

Mukti K. Duarah

Uddipta Kaushik

Rupali Bhattacharjee

AND WHEREAS the Board of Trustees in the aforesaid meeting dated 2.5.2017 elected Sri Rabindra Nath Bhattacharjee as President of the Board and he shall hold the office for years, unless he resigns or refuses to act as President or otherwise ceases to be trustee.

In pursuance of the aforesaid resolutions adopted in the meeting of the Board of Trustees held on 2.5.2017 and 28.7.2021 the following are the trustees of the reconstituted Swami Vivekananda Trust.

- | | | |
|------------------------------------|-----|-----------------|
| i) Sri Rabindra Nath Bhattacharjee | ... | President |
| ii) Smti. Arunima Das | ... | Secretary |
| iii) Sri Suddipta Kaushik | ... | Joint Secretary |
| iv) Smti. Sanjukta Dutta | ... | Trustee |
| v) Smti. Sujata Goswami | ... | " |
| vi) Sri Muktikam Duarah | ... | " |
| vii) Sri Uddipta Kaushik | ... | " |
| viii) Smti. Rupali Bhattacharjee | ... | " |

The other terms and conditions stipulated in the original Deed of Trust, being Deed No. 429 of 2006 executed and registered on 18.7.2006 as recapitulated below shall remain in full force and effect in respect of all other matters.

1. NAME OF THE TRUST :

The name of the Trust is "SWAMI VIVEKANANDA TRUST" ;

2. REGISTERED ADDRESS :

The registered address of the Trust is at Moran. The Board of Trustees may change the registered address of the Trust as may be decided by the Board from time to time ;

3. SCOPE :

The jurisdiction of the Trust shall extend to the whole of India ;

4. OBJECTIVES :

The main objective of the Trust is to build a strong and resurgent India through the ideals of Swami Vivekananda and in this regard to

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Principal
Swami Vivekananda Kendriya Vidyalaya
Tiloi Nagar, Moran

undertake the follows :

- 4.1. To establish and run scholls, adult education centres, vocational training centres, hostels and ancilliary centres ;
- 4.2. To run integrated developments programme to improve quality of lives of the people living in rural and tribal areas ;
- 4.3. To conduct meetings, training camps, workshops, seminars etc. in all fields and all such related activities for economic empowerment and overall development of personality and art of living ;
- 4.4. To acquire by gift, purchase, exchange, lease or on hire or otherwise and land, buildings, easements and any movable or immovable properties for the furtherance of the objectives of the Trust ;
- 4.5. To undertake any other acts conducive to the promotion of the objectives stated hereinabove.

5. FUNDS, PROPERTIES ETC. :

5.1. The funds of the Trust shall consist of the corpus, donations, received, income and all accumulations and accretions and additions thereto and also movable and immovable properties.

5.2. INVESTMENTS : The funds of the Trust shall be invested in the modes specified under the provisions of Section 13 (1)(d) read with Section 11(5) of the Income Tax Act, 1961 (the IT Act in short) as amended from time to time.

5.3. APPLICATION OF INCOME : The funds and the income of the Trust shall be solely utilized for the achievement of the objects and no portion of it shall be utilized for payment to Trustees/members or their relatives or any other persons contemplated under Section 13(1)(c) of the IT Act by way of profit, interest, dividend etc. whether directly or indirectly. The Trust hereby created is irrevocable.

5.4. The benefits of the Trust shall be open to all irrespective of caste, creed or religion.

5.5. AMENDMENTS : No amendments to the Trust Deed shall be

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Rabindra Nath
Bhattacharya
Arunima Das

Sudipta Karmakar

Sanjayadutta
Arunima Das
(Attorney holder)

Mukli K. Guwahat

Sudipta Karmakar

Pratap Bhattacharya

Robinra Nath
Bhattacharjee

Arumina Bai

Suddipta Kausik

-6-

Sarjastadutta

Arumina Bai
(Attorney - holder)

Mukli K. Suresh

Suddipta Kausik

Purpale Bhattacharjee

made which may prove to be repugnant to the provision of Section 2(15), 11, 12, 13 and 80G of the IT Act as amended from time to time. Further, no amendments shall be carried out without the prior approval of the Commissioner of Income Tax.

5.6. DISSOLUTION : In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution, shall under no circumstances be distributed amongst the Trustees or Authors or their relatives, but the same shall be transferred to another Trust or Institution whose objects are similar to those of this Trust and which enjoys recognition under Section 80G of the IT Act.

6. ADMINISTRATION :

6.1. All the Trustees shall comprise the Board of Trustees, which shall include the co-opted Trustees also. The total strength of the Board shall not exceed 17 (seventeen) at any point of time. The term of office of the First Trustees and that of the co-opted Trustees shall be for such period as decided by the Board. The General Body comprising of all the members to be nominated on the Board, to be constituted on expiry of the term of office of the first Board of Trustees.

6.2. If any Trustee wishes to resign from the Board, he shall submit his resignation, which shall be placed before the Board meeting for approval. If in the opinion of the Board, any Trustee is acting against the interest of the Trust, the Board has absolute powers to remove him.

6.3. The Board shall elect the following office bearers in order to manage the day to day affairs of the Trust :

- | | | |
|--------------------|-----|-----|
| a) President | ... | One |
| b) Secretary | ... | One |
| c) Joint Secretary | ... | One |
| d) Treasurer | ... | One |

6.4. The President shall be the Chief Executive of the Trust and shall be in charge of all the activities of the Trust. He shall preside over all such

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Robindra Nath
Bhattacharya
Arunima Das

Sudipta Karmik

-7-

Sajistabanta

Arunima Das
(Attorney hold)

Mr. K. K. Das

Uddipta Karmik

Purpali Bhattacharya

meetings of the Trust and his decisions in all matters concerning the administration of the Trust shall be final. The decision shall as per the majority decision taken by the Board. In case of where there is no agreement in the Board, the President shall have the casting vote.

6.5. The Secretary shall ably assist the Chairman in the affairs of the Trust and is hereby authorised to act on such delegated powers granted by the Board from time to time.

6.6. The Joint Secretary shall render his service in all the administrative acts and to appear before any authority, Court, Tribunal, statutory Forum etc. and to execute necessary documents, acts, deeds etc. as required for and on behalf of the Board of Trustees.

6.7. The Treasurer shall be in charge of the funds and properties of the Trust who shall work in coordination with the Chariman, the Secretary and the Joint Secretary of the Trust.

6.8. The Board shall meet at least once in every three months or as often as required in order to administer the Trust.

6.9. The quorum for all such meetings shall not be less than one third (1/3rd) of the Trustees on Board. All the proceedings of the meeting shall be recorded in a bound register serially numbered. The Trustees attending the meeting shall first sign on such register on commencement of the meeting. Once recording of the proceedings are completed, it shall be signed by the President and the Secretary at the end and a copy of such recordings shall be sent to all the Trustees of the Trust.

6.10. The Trustees of the Trust shall be Indians and resident in India and any Trustee who leaves India permanently shall vacate his office. A Trustee shall vacate or cease to be in office with immediate effect :

- a) on his death ;
- b) on his becoming insolvent ;
- c) on his becoming insane or incapacitated.

6.11. The powers of the Board in general shall be to administer the

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Principal
Swami Vivekananda Kendriya Vidyalaya
Tiloi Nagar, Moran

Robindra Nath
Bhattacharya
Arunima Devi

Subdiptakaurik

-8-

Sanjay Kumar

Arunima Devi
(Attorney holder)

Manoj K. Ghosh

Madhup Kumar

Purpali Bhattacharya

Trust and its properties in general without prejudice to the generality of their power in specific, it shall carry out any of the following :

- a. to employ clerks and other employees, agents, brokers, bankers, lawyers, accountants and others required as such remuneration as they may think fit.
- b. to delegate any power or powers to one or more of their body ;
- c. to delegate any powers as they can lawfully delegate to any person and to execute such power of attorney as they may think fit for the purpose ;
- d. to withdraw any power or revoke any appointment of any employee or attorney ;
- e. to frame such rules and regulations as they deem fit for the proper management, conduct and administration of the Trust hereby created and they are also at liberty to repeal, amend and /or alter all such rules and regulations from time to time ;
- f. to borrow money for the benefit of the Trust but offering necessary security or otherwise. The Board is authorised to mortgage or charge the properties of the Trust to secure the repayment of any sum or sums of money borrowed. Such borrowings shall be made under the joint signatures of all the Trustees ;
- g. to sell, dispose and grant any properties of the Trust either by public auction or private contracts subject to such stipulation and conditions of any kind as the Board shall determine. At present, the Trust does not possess any immovable properties ;
- h. to acquire by purchase or on lease or otherwise any immovable properties of any tenure and case of any vacant land, the Board shall be at liberty to erect buildings or cultivate thereon and to do all acts necessary and incidental thereto and,
- I. to execute separate Trust deeds, to constitute various working committees and to do all such acts necessary and incidental thereto for undertaking any specific activities/projects of importance or discharging any of its functions, objects etc. on completion of such activities/projects,

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Swami Vivekananda
Tiloi Nagar, Moran
Vidyalyaya

Robindra Nath
Bhattacharjee

Arumina Das

Suddipta Kaushik

-9-

Sanjay Dutta

Arumina Das
(Attorney Solicitor)

Mukul K. Sengupta

Uddipta Bhowmik

Purpali Bhattacharjee

all such Trusts, committees etc. shall merge with this Trust. All such Trusts, committees etc. at no point of time are or shall be independant from this Trust and all their properties and income shall vest with this Trust at all times.

7. ACCOUNTS ETC.

7.1. The Trust shall open bank accounts (s) with any scheduled Bank(s) and it shall be operated jointly by any two members of the Board as desired by the Board by a majority decision.

7.2. The Trust shall maintain true and proper accounts on day to day basis. All such accounts shall be balanced and closed on 31st March of every year and get audited by a Chartered Accountant and a return of Income shall also be filed on or before the due date.

7.3. All such accounts shall be periodically placed before the Board meeting for approval and audited Income and expenditure accounts and Balance Sheet shall be signed by the Chairman, the Secretary and the Treasurer.

8. ACCEPTANCE AND POSSESSION :

8.1. That the Trustee(s) shall stand possessed of the existing fund, as also all contributions received from time to time with all such accumulations, accretions thereto and all such properties acquired thereupon, upon Trust for the benefit of the Trust.

8.2. The Trustees hereby accepted this Trust and agree to abide by this Deed.

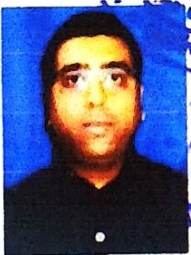
IN WITNESS WHEREOF all the Trustees hereto have set their respective hands on this date mentioned hereinabove.

Witnesses :



1. Smt. Sugandhyasree Bhattacharjee
West Milan Nagar, P.O. Dibrugarh

2. Smt. Uttam Dutta
Khalihamari, P.O. Dibrugarh



3. Arumina Das

4. Suddipta Kaushik

Contd... 10

Principal
Swami Vivekananda Kendriya Vidyapeeth
Tiloi Nagar, Moran

hemanta Nath Bhattacharjee

Arunima Das

Indradya Karmakar

-10-

Sanjaykumar

Arunima Das
(ATTORNEY HOLDER)

Mukto K. Ghosh

Uddipta Karmakar

Rupali Bhattacharjee

4. Sanjaykumar

5. Arunima Das
(ATTORNEY HOLDER)

6. Mukto K. Ghosh

7. Uddipta Karmakar

8. Rupali Bhattacharjee



Drafted by :

M. Kedia
26/08/21
M. Kedia, Advocate



Principal
Principal
Swami Vivekananda Kendriya Vidyalaya
Titilagarh, Odisha