

**This is the Registered Trust Deed in  
the form of Deed of Settlement.**

8-1164

D-922/15

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

certified that the document is admitted for registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 423204

Addl. District Sub-Registrar  
Sonarpore, South 24 Parganas

v.e no:- 100/15  
2077/15

Addl. Dist Sub-Registrar  
Sonarpore, South 24 Pgs.  
17 FEB 2015

DEED OF SETTLEMENT

THIS DEED OF SETTLEMENT is made this 14th day of February Two thousand fifteen BETWEEN M/S. PATTON INTERNATIONAL LIMITED, (PAN AABCP7901M), a Company incorporated

155547

Patten International

NAME.....  
 ADD.....  
 Rs.....  
**13 FEB 2015**  
**SUPANJAN MUKHERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

109

ltj.  
Camel st  
16

- P. 2416  
Haci Prasad Budhi -

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VCTD  
268

- P. 2416  
Haci Prasad Budhi.



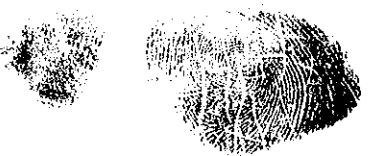
VCTD  
269

R. Sarawagi

REETA SARAWGI.



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VCTD  
270

Nita Dabriwal  
(NITA DABRIWAL)



VCTD  
271

Mita Kanoria  
(MITA KANORIA)

MANOHAR AGARWAL  
S/o Late Puranmal Agarwal  
3C, CAMAC STREET, KOL-16 -

under the Companies Act, 1956, having its registered office at No. 3C Camac Street, Police Station - Shakespeare Sarani, Kolkata - 700016, represented by its Director, H. P. Budhia, son of Late B. L. Agarwal, residing at 24, Ballygunge Circular Road, Kolkata - 700019, hereinafter referred to as the "**SETTLOR OF THE TRUST**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **ONE PART**.

**AND**

1. **SMT. REETA SARAWGI**, wife of Sri Ashok Sarawgi, residing at 6A, Short Street, Kolkata - 700016.
2. **SMT. NITA DABRIWAL**, wife of Sri Roshan Dabriwal, residing at Road No. 61, House No. 11, West Punjabi Bagh, New Delhi - 110026.
3. **SMT. MITA KANORIA**, wife of Sri Anil Kanoria, residing at 32Q, New Road, Kolkata - 700027 all hereinafter collectively referred to as "**THE TRUSTEES**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors-in-office and/or assigns) of the **OTHER PART**.

**WHEREAS**

- A. The Settlor is seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to **All Those** various pieces and parcels of land comprised in various Dags, recorded in various Khatians, in Mouza Kodalia, J.L. No.35, P.S. Sonarpur, District 24-Parganas (South), under Rajpur Sonarpur Municipality, details whereof are mentioned hereinbelow and fully described in the **Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **said Property**", absolutely and forever:

Sl. No	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	46	50	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140, 1936	Sali	11 (out of total 13 Sataks owned by the Settlor)
2.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	76
3.	48	52	1216, 1218	1061, 1607	Sali	83
4.	50	54	913 (Khanda1209)	793	Danga	5.1
5.	52	56	891	565	Bagan	26
Total:						<b>201.1</b>

- B. The Settlor purchased / acquired the said Property by several Deeds of Conveyance, details whereof are mentioned hereinbelow:

- (i) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2004** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.I Pages **1 to 15** Being No.**5654** for the year **2004**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in
	R.S.	L.R.	R.S.	L.R.		



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					n	Sataks)
1.	46	50	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140, 1936	Sali	6.5
2.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140		10.5
Total						<b>17</b>

- (ii) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2004** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.I Pages **1 to 16** Being No.**5656** for the year **2004**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	46	50	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140, 1936	Sali	6.5
2.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	21
Total						<b>27.5</b>

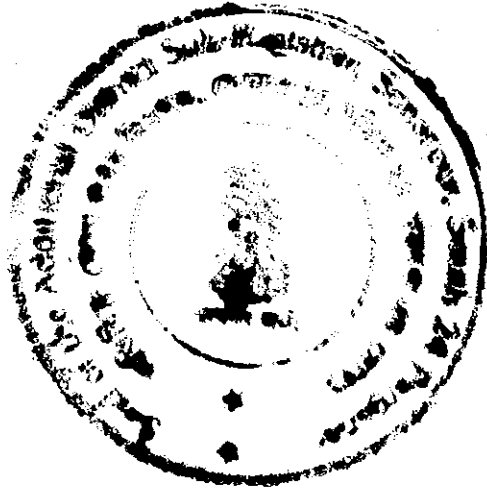
- (iii) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2004** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.8 Pages **1 to 15** Being No.**5649** for the year **2004**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	11
Total						<b>11</b>

- (iv) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2004** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.I Pages **1 to 15** Being No.**5651** for the year **2004**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	23
Total						<b>23</b>

- (v) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2004** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.I Pages **1 to 14** Being No.**5652** for the year **2004**, the following lands:



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Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	10.5
Total						<b>10.5</b>

- (vi) Purchased by Deed of Conveyance dated **28<sup>th</sup> July, 2006** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.80 Pages **9104 to 9115** Being No.**10176** for the year **2008**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	48	52	1216, 1218	1061, 1607	Sali	83
Total						<b>83</b>

- (vii) Purchased by Deed of Conveyance dated **5<sup>th</sup> December, 2008** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.61 Pages **1940 to 1953** Being No.**11768** for the year **2008**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	50	54	913/1209	793	Danga	2.60
Total						<b>2.60</b>

- (viii) Purchased by Deed of Conveyance dated **19<sup>th</sup> August, 2009** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.20 Pages **1672 to 1688** Being No.**8786** for the year **2009**, the following lands:

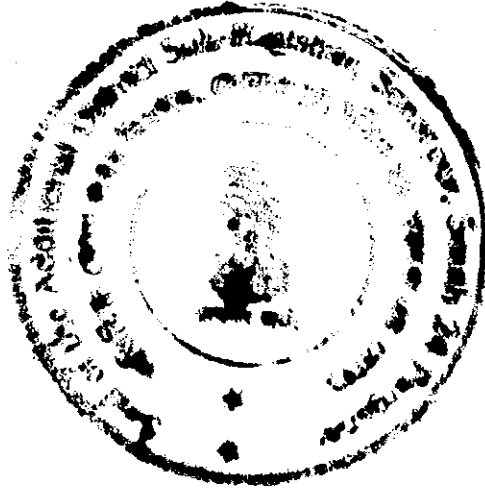
Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	50	54	913/1209	793	Danga	2.50
Total						<b>2.50</b>

- (ix) Purchased by Deed of Conveyance dated **13<sup>th</sup> February, 2008** registered with Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.19 Pages **10523 to 10538** Being No.**9133** for the year **2012**, the following lands:

Sl. No.	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	52	56	891	565	Bagan	26
Total						<b>26</b>

- C. The Settlor is desirous of creating an Educational and charitable Trust for the benefit of the humanity at large under CSR activity of corporates.
- D. The Settlor above named has settled a sum of Rs.1,00,000/= (Rupees one lacs) only as corpus to the Trust and has also settled the said Property mentioned in the **Schedule** hereunder in favour of the Trustees upon Trust with a view to give effect to his desire of creating and establishing a Trust for





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the purpose of construction of a building for Educational Institute/s and for undertaking other educational and charitable activities for the benefit of general public and the objects set out in this Deed of Settlement and for fulfillment of which the terms and conditions are more particularly set out hereunder.

- E. The Trustees above 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.

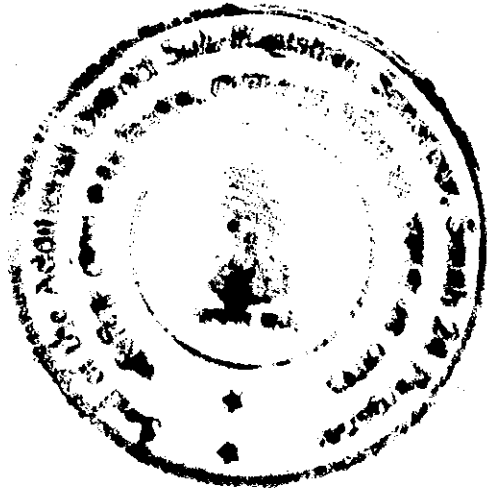
**THIS INDENTURE WITNESSETH AS FOLLOWS:**

- 1) The Settlor of the Trust hereby establishes an Educational and a Public Charitable Trust by the name of **SWARNIM FOUNDATION** for the purposes and upon the conditions set forth hereunder.
- 2) The Trustees above named 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 of the Trust hereby conveys, transfers and assigns to the Trustees the above referred sum of Rs.1,00,000/= (Rupees One Lac) only as the corpus to the Trust (the receipt of which the Trustees do hereby admit and acknowledge) and the Settlor also hereby conveys, transfers, assigns to the Trustees the said Property mentioned in the **Schedule** hereunder, the possession of which the Trustees hereby admit and acknowledge to have received, 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 Settler of the Trust hereby relinquishes for all time any claim and/or interest in the said Property and/or fund forming the subject matter of the Trust.
- 4) The office of the Trust shall be at Kolkata at **3C CAMAC STREET, KOLKATA - 700016.**
- 5) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said Property 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 are:

- A. The main objects for which this 'Trust' is formed are promotion of literacy, education, health and community development etc. and for following:
  1. Acquiring, constructing running and maintenance of Schools, colleges (including Medical College), education institutions, lecture halls and other establishments or institutions for advancement of education and of knowledge in arts, science, literature, humanities and all other useful subjects in all their manifestations, dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public;



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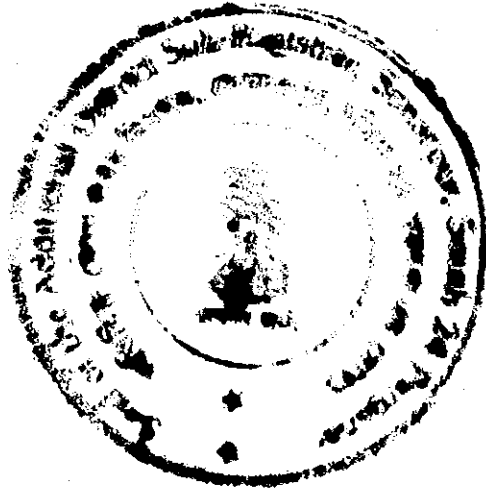
2. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc;
3. Construction maintenance of and/or grant aid to Universities, Schools, Colleges, Hostels, Study Centers, Libraries, Reading Rooms and Educational / Research Institutions, Lecture Halls, Museum for development of education and diffusion of knowledge and also to impart education either moral, technical, Industrial, Scientific, Sports or otherwise and public rest houses and to provide for amenities for the public interest;
4. Granting of 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;
5. To organize debates, lectures, seminars, symposium, conferences and performances with a view to make the general public familiar with and to appreciate the qualitative trend of literacy, artistic and spiritual thoughts.
6. Providing for or contributing to education and scientific research and development and for research program in the field of human diseases, treatment, medicines, family planning, nutritional food and such other objectives which are beneficial for the poor and needy people ( Community at large);
7. Providing food, water, medical assistance, clothing and/or shelter to poor persons and to give alms them either in cash or in kind or otherwise;
8. Construction of toilets for girls / ladies in school, colleges, villages etc. wherever needed.
9. Providing relief to the poor people, Poor widows and orphans and advancing any other object of general public utility;
10. Providing financial assistance for performing annadhanam and feeding the poor directly and/or through other institutions;
11. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only;

**B. Medical Relief & Research:**

To open, found, establish, promote, set up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or maintaining and/or running of medical colleges, hospitals, charitable, dispensaries, maternity homes, child welfare centers, convalescent homes, sanatoriums, hostels and other similar institutions or centers for rendering or providing medical relief and/or to aid to the suffering humanity or for research centers and institutions for promotion of research and education for medical science including surgery, not involving the carrying on of any activity of profit.

**C. Other objects of public utility:**

- i) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or maintaining and/or running by monetary gifts or otherwise centers,



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play grounds and parks for public use and other social welfare work and/or activities.

- ii) To construct, maintain or develop approach roads, lanes or by-lanes in the interest of public at large.

D. Ancillary Objects of Public Utility:

The Trust can enter into joint venture and foreign collaborations to open, establish, promote and setting up schools, colleges, medical colleges or colleges of other stream and institutes for advancement of education and knowledge development and for furtherance of the objectives of trust after adhering and duly complying with the law of the land.

## 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 of the Trust as mentioned above, towards the Corpus fund of the Trust;
2. The said Property more fully and particularly mentioned in the Schedule hereunder written transferred by Settlor of the Trust as mentioned above;
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** in the Trust;

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

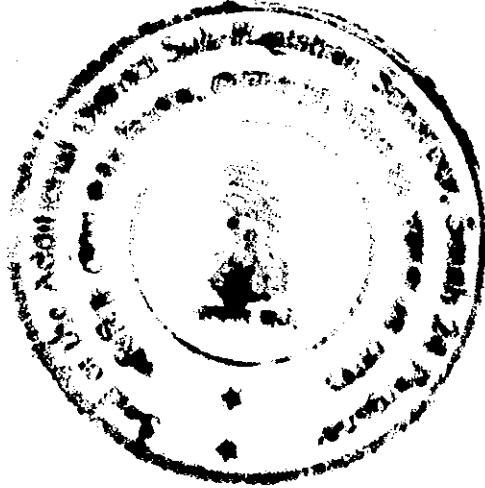
## IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 3 trustees and not more than 7 trustees. The parties of the Second Part will be the First Trustees and they shall automatically form the Board of Trustees.

The first **Managing Trustee** shall be Smt. Mita Kanoria.

The First Trustees shall have the power to appoint another **Managing Trustee** in place of first Managing Trustee to hold office for his/her life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase number of trustees as and when required by passing a resolution by way of special resolution to be passed by not less then two thirds of the Existing Trustees.



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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 Trust.

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.

The Trustees who are not Managing Trustee or First Trustees shall hold office for a period of two year from their date of appointment by the Trustees. At the end of this two 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.

The Board of Trustees shall have the power to remove a Trustee suffering from physical or mental disability or if he/she is accused of misfeasance of trust funds or property or misconduct, after satisfying himself/herself on enquiry and such action of the Board of Trustees shall be final.

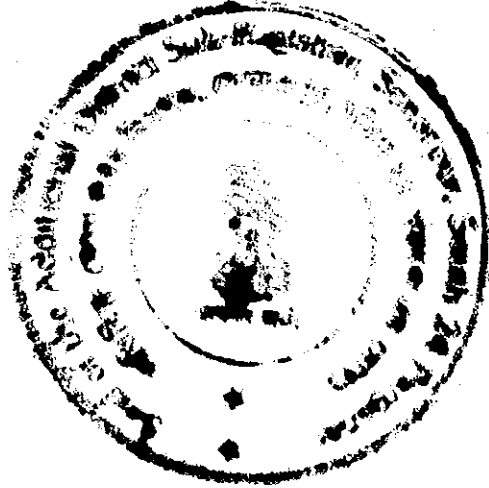
The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustee or Trustees shall act as "**Full Board**", subject to the presence of Quorum in the meetings. Any vacancy 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 obligation 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 Settlor or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts and operate the same or provide for operation of the said account by Managing Trustee and any one of the remaining Trustees authorized on their behalf.
4. To invest the Trust funds in the manner not prohibited by any provisions of Section 11(5)(i) to (xii) of the Income Tax Act, 1961 or any amendment in the Income Tax Act or applicable Act at the time of investment. All the investments of the Trust may remain in the name of any one or more of the trustees and the Trustees shall exercise all powers, rights and obligation in respect to said investments for the benefit of the Trust subject to the control and direction of the Board of Trustees.
5. 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, provided that any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the appropriate authorities/fora as may be required at the time entering such transactions.



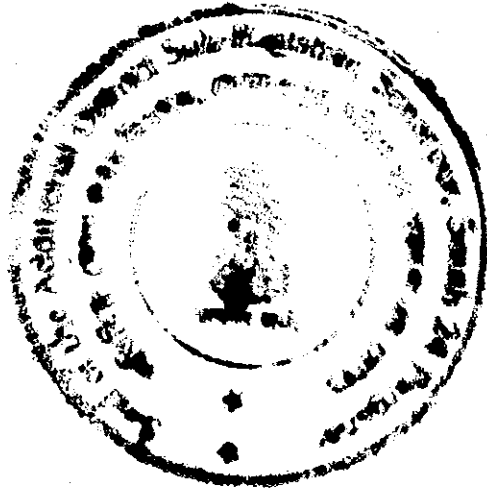


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6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust's activities for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security through the Board of Trustees only.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges thereof.
9. To settle, compromise or compound any disputes or refer the same for arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside India, after complying with the statutory requirements, by way of donation, gifts or in any other manner and to hold the same in Trust for the objects set forth herein.
11. 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.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. 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.
14. 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 the Trust matters.
15. 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 or any amendment thereof or applicable law at the time of execution of instruction.
16. 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 two year from their date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him / her directly.

## **B. 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.



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**a) 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 Board of Trustees are 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.

**b) 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.

**c) 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 Title Deeds and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the documents related to legal cases, attend to courts or represent the Trust in Government and other offices.

**d) TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of



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Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

#### **VI. MEETING OF THE BOARD OF TRUSTEES:**

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

1. The meeting of Board of Trustees shall be convened by the Managing Trustee and he / she shall preside over the meetings. In his / her absence, the Managing Trustee may authorize the **Vice President** to be the Chairman of such meetings. In the event the Managing Trustee or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
2. One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings Provided That if the number of Trustees shall fall below the minimum fixed by these presents (being Three Trustees), the Trustees shall not, except for the purpose of filling any vacancy, act so long the number is below the said minimum.
3. All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
4. Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
5. The meeting of the Board shall be conveyed after giving at least 7(seven) days unless all the Trustees agree to accept a shorter notice.
6. The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled to vote in the meetings of the Board.

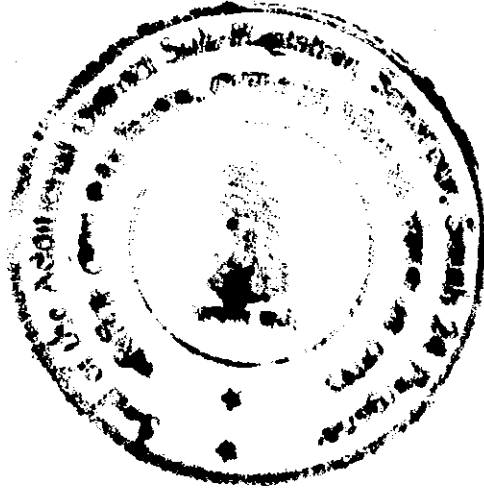
#### **VII. BANK ACCOUNT:**

The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

The Board of Trustees may delegate the power to operate in favor of other persons and set the limit for operation of the account for day to day operation.

#### **VIII. 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 or any amendment thereof or applicable Act at the time of investment.
2. The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.



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**IX. ACCOUNTS AND AUDIT:**

1. The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees.
2. The Board of Trustees shall maintain true and fair accounts of the Trust.
3. The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

**X. AMENDMENTS:**

1. While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 7 (Seven) days notice, and by a resolution passed by atleast two-third majority of the Board of Trustees present and voting. The amendments to the Trust Deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and ~~not~~ by circulation.
2. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the prior approval of the Appropriate Authorities if required and these shall be read together with the main Trust Deed.

**XI. 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.

**XII. SETTLOR AND THEIR RELATIVES:**

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the Trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- a) **the SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the directors of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- b) any **"related concern"** in which any of the above persons has substantial interest.
- c) for the purpose of this clause, the word **"relative"** and the phrases **"related concern"**, **"substantial interest"** and **"substantial contribution"** shall have the meanings assigned to them in the Income Tax Act, 1961 or any amendment thereof or applicable Act /Rules at that time.

**XIII. APPLICABILITY OF TRUST ACT:**

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

**XIV. APPLICATION OF INCOME TAX ACT:**





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All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

#### **XV. THIS TRUST IS DECLARED IRREVOCABLE:**

The Trust is irrevocable and cannot be revoked by the Settlor.

#### **XVI. DISSOLUTION:**

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations or Societies having similar objectives after obtaining prior approval of appropriate authorities and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

#### **XVII. JURISDICTION:**

The Courts at Calcutta alone shall have the jurisdiction for all matters connected to this Trust.

#### **SCHEDULE** **(Said Property)**

**ALL THOSE** various pieces and parcels of land, comprised in various Dags recorded in various Khatians, in Mouza Kodalia, J.L. No.35, under Police Station Sonarpur, within the limits of Rajpur Sonarpur Municipality, District-South 24 Pargannas, details whereof are mentioned hereinbelow:

Sl. No	Dag No.		Khatian No.		Classification	Area (in Sataks)
	R.S.	L.R.	R.S.	L.R.		
1.	46	50	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140, 1936	Sali	11 (out of total 13 Sataks owned by the Settlor)
2.	47	51	1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291	2275, 186, 140	Sali	76
3.	48	52	1216, 1218	1061, 1607	Sali	83
4.	50	54	913 (Khanda1209)	793	Danga	5.1
5.	52	56	891	565	Bagan	26
Total:						<b>201.1</b>

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

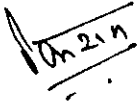


Addl. Dist Sub-Registrar  
Sonarpore, South 24 P.S.  
17 FEB 2015

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the withinnamed **SETTLOR** at **Kolkata** in the presence of:



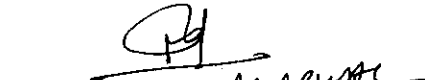


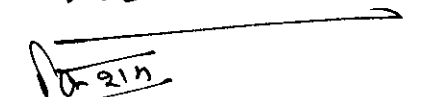
ES: PATTON INTERNATIONAL LTD.

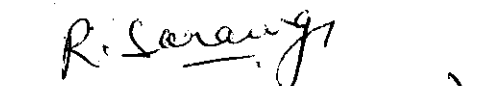
DIRECTOR

HARI PRASAD BUDHIA.

**SIGNED SEALED AND DELIVERED** by the withinnamed **FIRST TRUSTEES** at **Kolkata** in the presence of:

  
MANOHAR AGARWAL  
3C, CAMAC STREET  
KOLKATA 70016

  
KRISHAN KUMAR  
3C, CAMAC STREET  
KOLKATA. 700016

  
(REETA SARAWAGI)  
Nita Dabrialwal  
(NITA DABRIWAL)  
Mita Kanoria  
(MITA KANORIA)

Drafted by me

Apita Mallik.

Advocate

High Court, Calcutta



Adl. Dist Sub-Registrar  
Sonarpore, South 24 P.S.  
17 FEB 2015

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201415-001809714-2 Payment Mode: Counter Payment  
GRN Date: 12/02/2015 16:29:29 Bank: State Bank of India  
BRN: 130215090019513 BRN Date: 13/02/2015 04:27:21

DEPOSITOR'S DETAILS

Id No. : 1608L000002077/1/2015

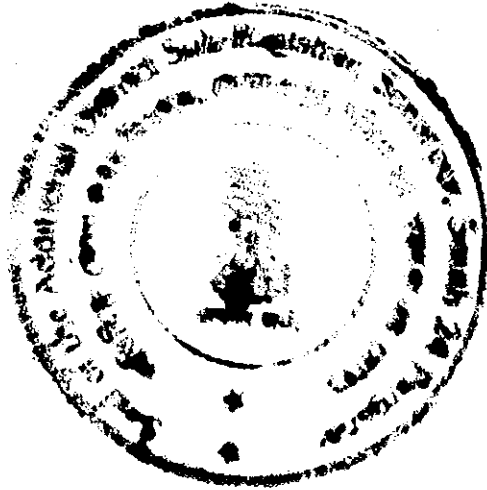
[Query No./Query Year]

Name : Patton International Ltd  
Contact No. : 22294369 Mobile No. : +91 9830471300  
E-mail : krishankumarb@pattonindia.com  
Address : 3C Camac Street Kolkata -700016  
Applicant Name : Patton International Ltd  
Office Name : A.D.S.R. SONARPUR, South 24-Parganas  
Office Address :  
Status of Depositor : Seller/Executants  
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	1608L000002077/1/2015	Property Registration- Stamp duty	0030-02-103-003-02	1915960
2	1608L000002077/1/2015	Property Registration- Registration Fees	0030-03-104-001-16	526903
<b>Total</b>				<b>2442863</b>

In Words : Rupees Twenty Four Lakh Forty Two Thousand Eight Hundred Sixty Three only



**Addl. Dist Sub-Registrar**  
Sonarpore, South 24 P.S.  
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**SPECIMEN FORM FOR TEN FINGERPRINTS**



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

Hari Prasad Bhatia



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

R. Sarawagi  
(REETA SARAWAGI)



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

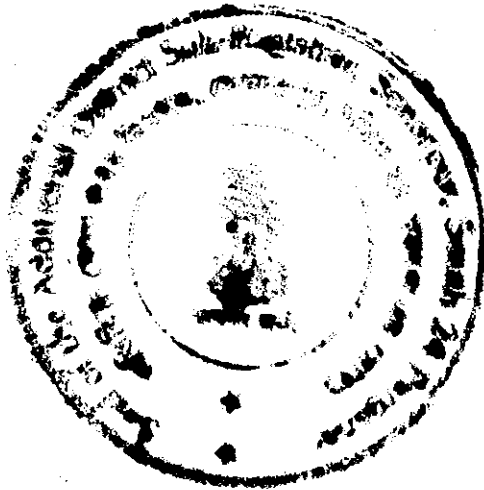
Nita Dabrialwal  
(NITA DABRIWAL)



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

Mita Kanoria  
(MITA KANORIA)





Addl. Dist Sub-Registrar  
Sonarpore, South 24 Parg.  
17 FEB 2015



**Government Of West Bengal**  
**Office Of the A.D.S.R. SONARPUR**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 00922 of 2015**  
**(Serial No. 01164 of 2015 and Query No. 1608L000002077 of 2015)**

**On 14/02/2015**

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

Presented for registration at 17.00 hrs on :14/02/2015, at the Private residence by Hari Prasad Budhia  
,Executant.

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

Execution is admitted on 14/02/2015 by

1. Hari Prasad Budhia  
Director, M/s. Patton International Ltd., 3c, Camac Street, Kolkata, District:-Kolkata, WEST BENGAL,  
India, Pin :-700019.  
, By Profession : Business
2. Reeta Sarawgi, wife of Ashok Sarawgi , 6a, Short Street, Kolkata, District:-Kolkata, WEST BENGAL,  
India, Pin :-700016, By Caste Hindu, By Profession : Others
3. Nita Dabriwal, wife of Roshan Dabriwal , Road No. 61, West Punjabi Bagh, Flat No:11, District:-New  
Delhi, DELHI, India, Pin :-110026, By Caste Hindu, By Profession : Others
4. Mita Kanoria, wife of Anil Kanoria , 32q, New Road, Kolkata, District:-Kolkata, WEST BENGAL, India,  
Pin :-700027, By Caste Hindu, By Profession : Others

Identified By Manohar Agarwal, son of Lt. Purnamal Agarwal, 3c, Camac Street, Kolkata,  
District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste: Hindu, By Profession: Others.

( Biswajit Dey )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 16/02/2015**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-4,78,00,771/-

Certified that the required stamp duty of this document is Rs.- 1916060 /- and the Stamp duty paid as:  
Impresive Rs.- 100/-

( Biswajit Dey )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 17/02/2015**

**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 : 4, 58A(c) of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),**  
**Finance Department, Govt. of WB**

  
( Biswajit Dey )  
ADDITIONAL DISTRICT SUB-REGISTRAR



*Adul Dist Sub-Registrar*  
Singapore, South District

17 FEB 2015



**Government Of West Bengal**  
**Office Of the A.D.S.R. SONARPUR**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 00922 of 2015**  
**(Serial No. 01164 of 2015 and Query No. 1608L000002077 of 2015)**

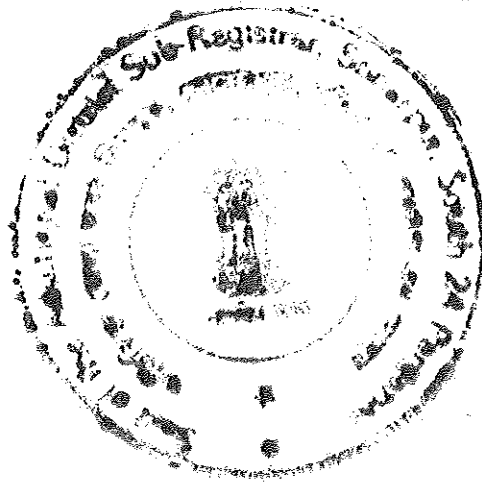
Registration Fees Rs. 5,26,903/- paid online on 13/02/2015 4:27AM with Govt. Ref. No. 192014150018097142 on 12/02/2015 4:29PM, Bank: State Bank of India, Bank Ref. No. 130215090019513 on 13/02/2015 4:27AM, Head of Account: 0030-03-104-001-16, Query No:1608L000002077/2015

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB**

Stamp duty Rs. 19,15,960/- paid online on 13/02/2015 4:27AM with Govt. Ref. No. 192014150018097142 on 12/02/2015 4:29PM, Bank: State Bank of India, Bank Ref. No. 130215090019513 on 13/02/2015 4:27AM, Head of Account: 0030-02-103-003-02, Query No:1608L000002077/2015

( Biswajit Dey )  
ADDITIONAL DISTRICT SUB-REGISTRAR

  
( Biswajit Dey )  
ADDITIONAL DISTRICT SUB-REGISTRAR

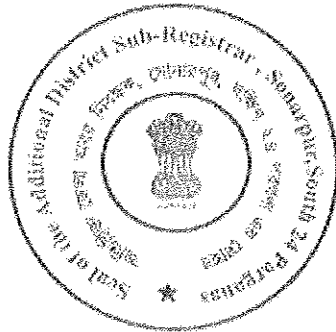



*Add. Dist. Sub-Registrar*  
Sonarpore, South 24 Pgs.

17 FEB 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 2  
Page from 4239 to 4258  
being No 00922 for the year 2015.



  
(Biswanil Dey) 17-February-2015  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. SONARPUR  
West Bengal