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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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१. यह दस्तावेज़ एक गैर न्यायिक स्टांप है।
 २. यह दस्तावेज़, यदि न्यायिक प्रयोजनों के लिए प्रस्तुत किया जाय तो, न्यायिक प्रयोजनों के लिए प्रयुक्त नहीं किया जा सकता।
 ३. यह दस्तावेज़ केवल एक ही प्रयोजन के लिए प्रयुक्त किया जा सकता है।

Registrar Authorised Under Section
 1(2) Act X of 1908, Nadia

7 DEC 2015 TRUST DEED

**ISWAR CHANDRA VIDYASAGAR RURAL DEVELOPMENT
 ORGANIZATION (ICVRDO)**

THIS INDENTURE OF TRUST executed on this 5 day of December 2015 by ISWAR CHANDRA
 VIDYASAGAR RURAL DEVELOPMENT ORGANIZATION (ICVRDO)

Having its office at Vill: Chapra, PO: Bangaljhi, PS: Chapra, Dist: Nadia, State: West Bengal.
 Pin: 741123 herein after called the "SETTLER" and represented by Mr. Bachhu Das Son of
 Dalim Das Residing at Vill: Chapra PO: Bangaljhi PS: Chapra Dist: Nadia State: West Bengal.
 Pin: 741123 which term wherever the context so requires or admits shall mean and include
 his successors, executors, administrators and assigns of ONE PART.

Shankar

SI.No. 184 Date 04/11/15
Name
Address
Value Rs. 100/-

C. I. C. V. R. D. O
Chopra

K. S. NAGOPAL PRAMANJ
Stamp Vendor
A.D.S.R. Office, Chopra, Nadia



Registrar Authorised Under Section
1(2) Act XVI of 1908, Nadia.

Auxbam Mansal
S/o. Augustine Amiya Mansal
Vill. Srinagar R.C. Paha
P.O. Bangajhi
P.S. Chopra
PIN- 741123
Dt. Nadia.

7 DEC 2015

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

S 498713

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In favour of

1. Smt. MITHU DAS Wife of Sri SUSANTA DAS Resident at Sadhak Ramprasad Sen Road Word No-6 PO: Krishnanagar PS: Kotwali Dist: Nadia State: West Bengal. Pin: 741101 (Nominee of the Settlor)
2. Miss. ANAMIKA ANTONY Daughter of Sri POLTU ANTONY Resident at Vill: Srinagar Madhyapara, PO: Bangaljhi PS: Chapra Dist: Nadia State: West Bengal. Pin: 741123
3. Miss. TANISHA CHAKRABORTY Son of SOMENDRA CHAKRABORTY Resident at Vill: Chapra Bazar Paschim Para (Gandhi Pally) PO: Chapra PS: Chapra Dist: Nadia State: West Bengal. Pin: 741123
4. Sri DALIM DAS Son of MURARI DAS Resident at Vill: Dakshinchapra Bazar PO: Bangaljhi PS: Chapra Dist: Nadia State: West Bengal. Pin:741123

(here in after referred to as "THE TRUSTEES" which expression wherever the context so requires or admits shall mean and include their successors, Executors, administrators and assigns of the **SECOND PART**).

Shaukhan

Sl. No. 185 Date 04/11/15
Name C. I. C. V. R. D. D
Address Chepra
Value Rs. 50/-

KRISHNAGOPAL PRAMANICK
Stamp Vendor
A.D.S.R. Office, Chepra, Nadia



[Handwritten Signature]

Registrar Authorized Under Section
1(2) Act XVI of 1908, Nadia.

7 DEC 2015

WHEREAS there is a **ISWAR CHANDRA VIDYASAGAR RURAL DEVELOPMENT ORGANIZATION (ICVRDO)** having its Head Office at Vill: Chapra PO: Bangalji PS: Chapra Dist: Nadia State: West Bengal. Pin: 741123 and is engaged with farmers and (the rural Community under farm and non-farm sector in enhancing productivity and production, adoption of new and sustainable techniques, providing input, handholding and extension services including marketing assistance, facilitating dissemination of knowledge through conduct of seminars and workshops, creating awareness on social issues and taking steps to eradicate social evils, working with likeminded partners in uplifting the underprivileged, poor, homeless and destitute and in all activities which in general assist in development of the rural masses.

WHEREAS THE SETTLOR above: named has been desirous of establishing a mechanism to provide credit and other facilities which would assist the farmers and rural community for enhancing their production and productivity capacities, give better returns for their produce and products, profitable marketing linkages and provide holistic solutions to the community for sustainable livelihoods.

AND WHEREAS THE SETTLOR above named has settled a sum of RS.1000/- (Rupees One Thousand only) in favour of the Trust for the above purpose.

WHEREAS the Settler has settled the amount in trust with the Trustee and the Trustee and the Settler hereby declare that the trust does not have any other moveable or immoveable properties being vested with it other than the above contribution.

AND WHEREAS the SETTLOR hereby declares that the said fund and future funds donations and contribution in any shape or form to the said funds from time to time and the rents, profits, and income thereof and the stocks funds, properties and securities shall be held upon the Trust for the objects and purposes and subject to the powers and provisions hereinafter mentioned.

The Purpose of Trust is to facilitate various services and products to help the farmers, rural community especially the marginal and small farmers under farm and non-farm sectors to enhance their production and productivity, facilitate better backward and forward linkages, and provide exposure to new and sustainable production and processing techniques, better sale price and in overall development.

THIS INDENTURE WITNESSETH AS FOLLOWS:

The SETTLOR above named hereby establishes a Trust by the name of "ISWAR CHANDRA VIDYASAGAR RURAL DEVELOPMENT ORGANIZATION (ICVRDO)" for the purpose and upon the conditions set forth hereunder

The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as taken thereof, they have set their hands to this instrument.

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The SETTLOR hereby conveys, transfers and assigns to the TRUSTEES the above referred sum of Rs.1 000/- (Rupees one Thousand only) as a fund, as corpus to the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge.

The office of the Trust for the time being shall be at Gopalpur with the power given to the Trustees to shift the same to any other place in India upon the decision of the Board of Trustees.

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

I. DEFINITIONS:

i. **Board of Trustees (BOT):** Board Members of the Trust who are nominated and or elected by the General Body as per the regulations of the Trust. There must be one representative nominated by SETTLER from time to time on the BOT at all times.

ii. **Member:** Producer Group members as duly admitted by the Board of Trustees as members.

iii. **General Body:** Constituted by the members groups as represents of any members of the group, specified for the purpose of representing them.

iv. **Fund:** The fund raised by the trust from any sources by way of donations, contributions, grants, and or loan from Bank/Financial Institutions/Registered Bodies and the amounts specially set apart as per the Rules and Regulations of the Trust.

v. **Group:** A group of farmers/producers formed for maximizing production benefits and socioeconomic development.

vi. **SHG:** Self Help Group means a group formed with men or/and women with the objective of socioeconomic development.

vii. **Farmer Club:** Farmers club is a group of farmers for their socioeconomic development.

II. OBJECTS

The Primary aim of the Trust is to initiate a significant change in the lives of the poor farmers, artisan, potters and producers especially women, who are socially disadvantaged and economically exploited, by empowering them. The Trust aims at providing different services of credit, backward and forward linkages to its members only while involving the larger community in other aspects.

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- (a) To promote, support and encourage community development through capacity building and credit support and linkages.
- (b) To ensure financial services to the poor through building the capacity and bridging the existing gap in demand and supply of financial services.
- (c) The Trust aims to provide credit and financial services to an individual who are unsuitable to get conventional loan through any business facilitator or business correspondent mechanism authorized by the scheduled banks or any such agency as may be permitted by Reserve Bank of India.
- (d) The Trust shall arrange life insurance, general insurance and pension services which have been approved by the authority regulating such services to persons who do not have access to mainstream financial services.
- (e) To carry on the business of Agro input procurement and distribution, production related extension support, produce storage, processing, Trading, packaging, branding, marketing and selling regarding all auricular, Grain, cereal, Pulses and Oil Seeds crops like Rice, Soybean, Wheat, Gram, Maize, Pigeon Pea, Pea, Black and Green Gram, Lentil, Mustard, Groundnut, Coconut and in general all farm produce, all vegetables like Tomato, Potato, Onion, Chilly, etc, all Spices, like, Coriander, Turmeric, Ginger, Fruits and medical crops grown by its members. It would provide the same assistance for others who are involved in auxiliary activities which include dairy, fisheries, horticulture, floriculture, etc and non-farm activities.
- (f) To look after education and health of the members and member families by establishing education centers, health centers and skill development centers for income generation. The trust will bear the cost from its surplus income and corpus fund.
- (g) From the surplus income of the Trust, a fund would be kept for encouraging social programs and managing exigencies and also provisions for giving dividends against the shares held b the members.
- (h) To Support and assistance for the needy and prospective students.
- (i) To undertake and execute any trust or undertaking whereof may seem distribution amongst the fisheries, pensioners, or other persons entitled to any income, capital, annuity or other sums or money or other properties whether periodically or otherwise and whether in money or in furtherance of any trust, discretion or other obligations for permissions. To lend money to and guarantee the performance of the obligation of and payment of interest of any stocks, shares and securities of the Trust firm or person in any case in which such loan or guarantee may be considered likely, directly or indirectly to further the objects of the Trust and generally to give any guarantee whatsoever which may be deemed likely directly or indirectly, to Bank, Financial Institution or any other body to benefit the Trust or its members.
- (j) To apply for tender, purchase or otherwise acquire any contacts, sub contacts, license and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute carry out, dispose of or otherwise turn to account the same.

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(k) To dedicate, present or otherwise dispose of either voluntarily or for value any property or the Trust deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of the same or on behalf of the public.

(l) To sublet all or any of the works, contracts from time to time and upon such terms and conditions as may be thought expedient.

(m) To form, manage, join or subscribe to any syndicate, pool or cartel for the business of the Trust.

(n) To enter into any arrangement with any Government Authority, State, Municipal, local or otherwise or any person or company that may seem conducive to the trust objects or any of them and to obtain from any such Government Authority, person or Trust rights, privileges, charters, license and concession, which the Trust may think fit and desirable to obtain to carry out, exercise and comply therewith.

(o) To apply for, promote and obtain any act, charter, order, regulation, privilege, concession, license or any other Authority or any Corporation, or any public body which may be empowered to grant for enabling the Trust to carry on its objects into effect or for extending any of the powers of the Trust or for affecting any modification of the Trust constitution or for any other purpose which may seem expedient to oppose any bills, proceedings, applications which may seem calculated directly or indirectly to prejudice the Trust interest and appropriate any assets to defray the necessary cost, charges and expenses thereof.

(p) To make donations to such persons or institutions either in cash or any other assets as may be though directly or indirectly conducive to any of Trust objects or otherwise and in particular to remunerate any person or corporation introducing businesses to this also to subscribe, contribute or otherwise assist or guarantee money or charitable, scientific, religious or benevolent, national, public, cultural, educational or other institutions or objects or for any exhibitions of any public general or other objects.

(q) To refer or agree any claims, demand, disputes or any other questions by or against the Trust or which the Trust is interested or concerned and whether between the trust the member or members or his/her/their representatives or between the trust third parties to arbitration in India or any place outside India and to observe and perform awards made thereon and to do all acts, deeds, matters and things to carry out or enforce the awards in accordance with the provisions of law relating to arbitration from time to time.

(r) To open current savings or fixed deposit accounts with any bank, bankers, thrifts or merchants and to pay into and draw money from these accounts and to draw, make endorse, discount and execute all types of negotiable instruments.

(s) To hold, buy, acquire or possess in any manner its properties movable or immovable.

(t) To borrow, raise, or secure the payment of money or to receive money on deposit at interest from any Bank (Scheduled/ Non-Scheduled - Nationalized / Foreign / Private/ Co-operative) or Financial Institution or a registered body (Trust, NGO, etc), be it in India or otherwise, with or without security of movable/ immovable properties of the company by



way of mortgage, hypothecation, lien, pledge of its funds placed in fixed deposits or in any form as required by the objectives of the Company and at such time and in the manner as may be thought and in particular by the issue of debentures, perpetual or otherwise, debentures convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received any of such debentures or debenture stock so issued to mortgage, pledge or charge the whole and any part of the property, assets or revenue and profits of company, present or future, including its uncalled capital by assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem, and payoff any such securities.

(u) To receive donations and grants and put into use for the main objectives of the Trust that is to build a society based on equity and social justice.

(v) To make arrangement for lectures, seminars, discourses and meeting for the furthering the objectives of the Trust including holding and/or assisting debates, symposiums, seminars, conference, congregation, discourses, exhibitions for advancement of learning, education, research (including medical research and treatment), spirituality and moral values, upliftment or mankind, kindling, feelings of compassions and tolerance for humanity, promote universal brotherhood and for such purposes to invite scholars, guests, speakers and enlightened persons from different fields and to incur and pay for their travel, boarding, lodging, conveyance etc.

(w) To do such acts and things this may be incidental or necessary to achieve the aforesaid objectives.

III. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of members of the Trust admitted from time to time who are marginal farmers for farm and non farm products, Artisans, Potters etc. without discrimination of caste, religion, creed or sex.

IV. APPLICABLE FEES:

The Board of Trustees shall from time to time determine the following fees payable by its members:-

Corpus Fund - One Time	Rs.200/ - per Bigha of Land Holding per Member
Membership Fees - One Time	Rs. 250/ - per Member
Monthly Maintenance Fees	Rs. 25/ - per Member
Technical Training Fees	Rs. 50/ - per Member

All the above mentioned fees structure shall be revised from time to time by the Board of Trustees. The Board of Trustees may also from time to time prescribe a fee for availing any other benefit/services.

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V. PROPERTIES:

The Trust Properties shall consist of:

- i. The amount Transferred by the SETTLOR as mentioned above, towards the Corpus Fund of the Trust.
- ii. Any cash -or 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.
- iii. All additions and accretions to the Trust properties and the income there from.
- iv. All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon 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.

VI. BOARD OF TRUSTEES THEIR TERM AND POWER TO CO-OPT:

VI.1 The Trust will be managed by a Board of Trustees consisting of not less than 3 trustees and not more than 15 trustees subject to at least one nominee of the Settler at all times being on the Board of Trustees.

VI.2 The parties of the Second Part will be the First Trustees and they shall automatically form the Board of Trustees.

VI. 3 The Trustees shall at each meeting appoint one of their members present to be the chairman of the meeting.

VI. 4 The Board of Trustees shall co-opt the following as member" of the Board of Trustees:

- (i) Two members to be elected by the general body of members and
- (ii) Two representatives of following specialized community development institutions, promoted by the Settlers in the local area.
 - 1) Self Help Group
 - 2) Farmers Club
 - 3) Joint Liability Group
 - 4) Other Group of Societies

VI. 5 The above co-opted members of the Board of Trustees will hold office till nominations withdrawn by the respective constituents subject to a maximum of 1 year.

VI.6 The Board of Trustees can also co-opt to the Board two persons who are considered to have expert knowledge in microfinance so that their experience and knowledge can be availed usefully for the functioning of the trust for such period as the Board may decide but not exceeding 1 year at time and after that they may be co-opted again for a fresh term.

Shahed Hussain

[Signature]

VI.7 All decisions of the Board shall be by simple majority subject to the positive consent of the nominee of SETTLOR.

VI.8 The trustees other than the co-opted members as above appointed shall hold office for a period of 3 years and are eligible for re-election.

VI.9 Any trustee may if he/she do desires, resign his / her trusteeship even before the expiry of term of trusteeship and the resignation would be effective only from the date of acceptable of such resignation by the Board of Trustees.

VI.10 The office of a trustee will automatically become vacant on the occurring of any of the following events:

- (i) Death of trustee
- (ii) Bankruptcy of the trustee.
- (iii) Conviction of the trustee for a criminal offence under the Indian penal Code.

VI.11 The trust shall as resolved by the Board of trustees sue and be sued on behalf of and against the Trust Foundation in case any legal action which may occur in future.

VII. TERM OF OFFICE OF TRUSTEES:

- i. The term of office of First Trustees shall be for 2 years.
- ii. The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term as per provisions contained herein.
- iii. The representative of the Settler shall at all times be on the Board of Trustees.
- iv. Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.
- v. Any vacancy caused by death of anyone 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.
- vi. The Trustees who are not the First Trustees shall hold office for a period of 1 year from their date of appointment by the Trustees. At the end of this 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.
- vii. The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

S. Pradeep

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VIII. TRUST ADMINISTRATION AND POWER TO THE BOARD:

- A. The Board of trustees shall have power to:
- i. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
 - ii. To see that the income and the properties of the Trust is solely utilized towards the objects of the Trust and no portion of it is utilized for payment to the Settlor except to the extent of payable for the purpose of consideration for providing services to the trust for by way an appropriate agreement, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
 - iii. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
 - iv. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
 - v. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.
 - vi. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
 - vii. Subject to the provisions of the Act and the regulations made there under and the directions issued by Reserve Bank of India, to borrow, raise, or secure the payment of money or to receive money on deposit at interest from any Bank (Scheduled/ Non-Scheduled - Nationalized / Foreign/ Private/ Co-operative) or Financial Institution, or any registered body (NGO, Trust, etc) be it in India or otherwise, with or without security of movable/ immovable properties of the company by way of mortgage, hypothecation, lien, pledge of its funds placed in fixed deposits or in any form as required by the objectives of the Company and at such time and in the manner as may be thought and in particular by the issue of debentures, perpetual or otherwise, debentures convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received any of such debentures or debenture stock so issued to mortgage, pledge or charge the whole and any part of the property, assets or revenue and profits of company, present or future, including its uncalled capital by assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem, and payoff any such securities.
 - viii. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
 - ix. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
 - x. To receive voluntary contributions from any person or persons, any organization, association, trust and NGO from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.

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- xi. 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.
- xii. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
- xiii. 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.
- xiv. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
- xv. 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.
- xvi. Trust will stand as a "**Guarantor**" for any loans arranged by **ICVRDO** from Banks/FIs on behalf of its members. As **ICVRDO** would be required to provide guarantee to various banks/FIs for facilitating loans to the members of the trust, the trust will have to provide a back to back guarantee to **ICVRDO** for the total amount availed by its members.
- xvii. The Trustees shall select from among themselves the Managing Trustee, Secretary and Treasurer. No Trustee including the Managing Trustee shall hold more than one post of above offices at the same time. The persons holding these offices of Secretary and Treasurer shall be under the administrative guidance and supervision of the Board of Trustees and will report through the Managing Trustee.

B. ROLES AND RESPONSIBILITIES AND POWER:

The Roles, Responsibilities and Powers of all these office bearers are defined below. In addition to these, the Board of Trustee may grant additional roles, responsibilities and powers to any of the Trustees as and when required.

a) MANAGING TRUSTEE:

- i. In addition to discharging normal duties of a trustee, the Managing Trustee will subject to the authorization in this regard by the Board of Trustees be 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 upon the decision of the Board for each and every case. Any document signed unilaterally by the Managing Trustee will stand null and void.
- ii. The Managing Trustee subject to the authorization in this regard shall be authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc.
- iii. The Managing Trustee along with the Board of trustees 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.

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b) SECRETARY:

- i. The Secretary of the Trust shall be elected by the members to the Board of Trustees.
- ii. The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustees meeting.
- iii. 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 where necessary. He / she is responsible for the safe custody of all the assets and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

c) TREASURER:

- i. The Treasurer who will also be elected by the members 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.
- ii. The Treasurer is authorized to sign bank cheques, application far drafts and payment instructions jointly with the Managing Trustee and draw money from the bank. up to the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

IX. MEETING OF THE BOARD OF TRUSTEE:

The Board of Trustees should meet at least once in every 3 calendar months and may meet more of en when required.

- i. The meeting of Board of Trustees shall be convened by the Managing Trustee. In his absence, the Managing Trustee may authorize to any other Trust member to convene such meetings.
- ii. Any member of the Board of the Trustees can call for a meeting. One half of the Board of Trustees or a minimum of three trustees whichever is higher including with the compulsory presence of the Trustee nominated by the Settlor, shall constitute the quorum for the Board of Trustees meetings.
- iii. 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.
- iv. 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 subject to the positive consent of the nominee of the Settlor.

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- v. The meeting of the Board shall be convened after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- vi. 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 vote in the meetings of the Board.

X. GENERAL BODY: CONSTITUTION, POWER AND DUTIES:

1. The General Body shall consists of all the members of the Group promoted by the settler in the Said Areas and duly admitted by board of Trust and continuing to be members in good standing. The settler and the Board consisting of the Chairperson and the nominees of specialized community development institutions shall invite and admit the eligible member so as to constitute the General Body and to conduct elections for the representatives in terms of this deed.
2. Once admitted, the member shall be entered into a register of members, stating its name, address, and list of its members, the office bearers of the trust.
3. The General Body shall meet at least once in a year, within three months of the close of the previous financial year of the Trust to conduct their business.
4. As soon as the Trust is formed it is the duty of the managing Trustee to hold an election to elect.
 - (a) Two Members from various Groups.
 - (b) Two representatives of following specialized community development institutions, promoted by the Settlers in the local area.
 - (1) Self Help Group
 - (2) Farmers Club
 - (3) Joint Liability Group
 - (4) Other Group of Societies
 - (c) The Board of Trustees
5. The above representatives will hold office till nominations withdrawn by the respective constituents subject to a maximum of 1 year.
6. The two members elected by General Body as prescribed in the rules of the trust, shall hold office for a period of 1 year.
7. The trust can co-opt to the Board two persons who are considered to have expert knowledge in microfinance so that their experience and knowledge can be availed usefully for the functioning of the trust. The cooperation may be for a specific period not exceeding three years at a time and those whose period of cooperation expires can be co-opted again for a fresh term.

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8. Two co-opted members shall cease to be as such if their terms expire, or if they resign on their own accord or if the BOT limits the period of their cooperation or withdraws the cooperation.
9. Any co-opting shall be made at a special meeting of the BOT convened for the purpose.

XI. BANK ACCOUNT:

- XI.1 The Board of Trustees shall authorize joint operation of Bank Accounts on behalf of the Trust.
- XI.2 Bank Accounts may be opened in any Bank and or Banks in the name of the Trust anywhere in carry out the objectives of the Trust.

XII. INVESTMENT OF TRUST FUNDS:

- i. 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.
- ii. The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.
- iii. The receipt of the trustees for any moneys, stocks, funds, shares securities, or investments paid, delivered or transferred to them in execution of the trust of powers thereof, effectually release and discharge the person or persons, delivering or transferring the same, and from seeing or from being bound to see to the application or being answerable for any loss or misapplication thereof.
- iv. The trustees shall be respectively chargeable only for such moneys, stocks, shares, funds and securities as they shall actually receive notwithstanding their respectively signing a receipt jointly with others for the sake of conformity and shall be answerable and accountable for their own accounts receipts, neglects, and defaults respectively and shall not be answerable either one for the other or others of them or for any banker, broker or the person with whom or into whose hands any trust money or securities may come or be deposited or for the insufficiency or deficiency of any stocks, funds or other securities or for any other loss unless the same shall happen through their willful default or negligence.

XIII. ACCOUNT AND AUDIT:

- i. The financial year of the Trust shall be every year starting from 1st April to 31st March in the following year, unless otherwise decided by the Board of Trustees.
- ii. The Board of Trustees shall maintain true and correct accounts of the Trust.
- iii. The Trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in the course of the management of trust properties or in relation to carrying out the objects and purposes of the trust as well as of all the assets, liabilities, credits and effects of the trust properties.

Shankar



- iv. 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.

XIV. AMENDMENTS:

- i. 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 First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees subject to the positive consent by the nominee of the Settler. 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, subject to the positive consents of the nominee of the Settler.
- ii. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/ deeds with the previous approval of the commissioner on income Tax and these shall be read together with main trust deed.

XV. INDEMNITY:

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

Trust will indemnify ICVRDO for any liability that may arise out of any of their action/inaction which will impact ICVRDO's brand reputation.

XVI. RELATIVES OF THE SETTLOR AND THE TRUSTEES:

- i. Notwithstanding the powers vested with the Trustees under the preceding clause, no part of the 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:
- ii. SETTLOR, Managing trustee, Trustees or any person who makes a substantial contribution to the Trust or of any relative of the SETTLOR, Managing Trustee, trustees or the person who makes a substantial contribution.
- iii. Any "related concern" in which any of the above persons has substantial interest.
- iv. For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meaning assigned to them in the income Tax Act, 1961.

XVII. DUTIES OF MEMBERS OF THE TRUST:

- i. Members joining the trust will have to contribute to the corpus of the Trust fund.
- ii. Members joining the trust will have to pay a Non refundable Membership Fees one time, Monthly Maintenance Fees or any others Fees whenever required by the Trust passed in the AGM of the Trust.
- iii. Members shall save and deposit to the trust account at predefined intervals.
- iv. Members may do intra lending within the group.
- v. Members will avail of all the services provided by ICVRDO at the prescribed fees decided from time to time.





XVIII. DISQUALIFICATION FROM TRUSTEESHIP:

A member of the Board of Trustees shall cease to hold the office of a member of the Board of Trustees upon the occurrence of any of the following events:

- i. Upon such Trustee submitting his resignation to the Trust;
- ii. Upon such Trustee resigning from the membership of the Board of Trustees.
- iii. Upon such Trustee being convicted for a criminal offence involving moral turpitude;
- iv. Such Trustee is found to be acting against the interests of the Trust
- v. Upon such Trustee failing to attend three consecutive meetings of the Board of Trustees without being granted leave of absence;
- vi. The Board of Trustees may remove any Trustee of the Board of Trustees if;
- vii. Such Trustee fails to discharge his duties and responsibilities as a member of the Board of Trustees.
- viii. Any resolution, for removal of the member of the Board of Trustees shall require the approval of majority of the members of the Board of Trustees apart from the Trustee sought to be removed (and not just a majority of the members present and voting on a resolution for removal). Prior to such resolution being passed, the member of the Board of Trustees sought to be removed shall be given an opportunity to defend itself against such disqualification. A resolution passed by the Board of Trustees removing any such member of the Board of Trustees shall be final and binding on the Trust and the Trustee who has been disqualified.
- ix. For non-payment of fees and charges due to the Trust

XIX. APPLICABILITY OF TRUST ACT:

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

XX. APPLICATION OF INCOME TAX ACT:

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.

XXI. THIS TRUST IS DECLARED IRREVOCABLE.**XXII. DISSOLUTION:**

In the event of dissolution of the Trust by way of the resolution passed by the three fourth of the Board of trustee, subject to the positive consent of the Nominee of the Settlor and three fourth of the members, 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 members after obtaining approval from the Commissioner of Income Tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns or to the settlor.

Shankar

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

Drafted by me:-

Saumya Choudhury.
Advocate

Krishnanagar Judges Court, Krishnanagar, Nadia
En. No. F559/536/2000

Witness:-

1. Anirban Mandal s/o - Augustin Aniya Mani
Chapra, Nadia.

2. Jiller Rahman Mandal s/o. late - Jubbar Mandal
vill - Mandla - p.o. Bangalji p.s chapra - nadia

SIGNATURE OF SETTLORS

Signature: *Bachhu Das* ✓

Name: Mr. Bachhu Das

Address: Vill: Chapra PO: Bangalji PS: Chapra Dist: Nadia State: West Bengal. Pin: 741123

SIGNATURE OF THE FIRST TRUSTEES

(i) Signature:

Smt. MITHU DAS *Mithu Das* ✓

Address :Sadhak Ramprasad Sen Road Word No-6 PO: Krishnanagar PS: Kotwali Dist:
Nadia State: West Bengal. Pin: 741101

(ii)

Signature: *Anamika Antony* ✓

Miss. ANAMIKA ANTONY

Address: Vill: Srinagar Madhyapara, PO: Bangalji PS: Chapra Dist: Nadia State: West Bengal. Pin: 741123

(iii)

Signature: *Tanisha Chakraborty* ✓

Miss. TANISHA CHAKRABORTY

Address Vill: Chapra Bazar Paschim Para (Gandhi Pally) PO: Chapra PS: Chapra Dist:
Nadia State: West Bengal. Pin: 741123

(iv)




Signature: *(DALIM DAS)* ✓




Sri DALIM DAS

Address Vill: Dakshinchapra Bazar PO: Bangalji PS: Chapra Dist: Nadia
State: West Bengal. Pin: 741123







Seller, Buyer and Property Details




A. Settlor/Declarant of Trust & Trustee Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr Bachhu Das Son of Mr Dalim Das Chapra, P.O:- Bangalji, P.S:- Chapra, District:- Nadia, West Bengal, India, PIN - 741123	 07/12/2015 3:53:40 PM	 LTI 07/12/2015 3:53:44 PM
		 07/12/2015 3:53:56 PM	


Settlor/Declarant of Trust Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr Bachhu Das Son of Mr Dalim Das Chapra, P.O:- Bangalji, P.S:- Chapra, District:- Nadia, West Bengal, India, PIN - 741123 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India,; Status : Individual; Date of Execution : 05/12/2015; Date of Admission : 07/12/2015; Place of Admission of Execution : Office	 07/12/2015 3:53:40 PM	 LTI 07/12/2015 3:53:44 PM
		 07/12/2015 3:53:56 PM	

Trustee Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Mrs Mithu Das Wife of Mr Susanta Das Sadhak Ramprasad Sen Road , Ward No 6, P.O:- Krishnagar, P.S:- Kotwali, District:-Nadia, West Bengal, India, PIN - 741101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Individual; Date of Execution : 05/12/2015; Date of Admission : 07/12/2015; Place of Admission of Execution : Office</p>	 07/12/2015 3:54:39 PM	 LTI 07/12/2015 3:54:43 PM
		<p align="center"><i>Mithu Das</i></p> <p align="center">07/12/2015 3:54:59 PM</p>	
2	<p>Miss Anamika Antony Daugther of Mr Poltu Antonu Srinagar Madhya Para, P.O:- Bangalji, P.S:- Chapra, District:-Nadia, West Bengal, India, PIN - 741123 Sex: Female, By Caste: Christian, Occupation: Business, Citizen of: India.; Status : Individual; Date of Execution : 05/12/2015; Date of Admission : 07/12/2015; Place of Admission of Execution : Office</p>	 07/12/2015 3:52:40 PM	 LTI 07/12/2015 3:52:45 PM
		<p align="center"><i>Anamika Antony</i></p> <p align="center">07/12/2015 3:53:06 PM</p>	
3	<p>Miss Tanisha Chakraborty Daugther of Mr Soumendra Chakraborty Chapra Bazar Paschim Para Gandhi Pally, P.O:- Chapra, P.S:- Chapra, District:-Nadia, West Bengal, India, PIN - 741123 Sex: Female. By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Individual; Date of Execution : 05/12/2015; Date of Admission : 07/12/2015; Place of Admission of Execution : Office</p>	 07/12/2015 3:53:13 PM	 LTI 07/12/2015 3:53:19 PM
		<p align="center"><i>Tanisha Chakraborty</i></p> <p align="center">07/12/2015 3:53:34 PM</p>	

Trustee Details			
SL No.	Name, Address, Photo, Finger print and Signature		
4	<p>Mr Dalim Das Son of Mr Murari Das Dakshinpara Bazar, P.O:- Bangalji, P.S:- Chapra, District:-Nadia, West Bengal, India, PIN - 741123 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 05/12/2015; Date of Admission : 07/12/2015; Place of Admission of Execution : Office</p>	 07/12/2015 3:54:02 PM	 LTI 07/12/2015 3:54:11 PM
		 07/12/2015 3:54:31 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Anirban Mondal Son of Mr Augustin Amiya Mondal Srinagar R C Para, P.O:- Chapra, P.S:- Chapra, District:-Nadia, West Bengal, India, PIN - 741123 Sex: Male, By Caste: Christian, Occupation: Business, Citizen of: India.</p>	<p>Mr Bachhu Das, Mrs Mithu Das, Miss Anamika Antony, Miss Tanisha Chakraborty, Mr Dalim Das</p>	 07/12/2015 3:55:23 PM

C. Transacted Property Details

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Bachhu Das
Address	Chapra,Thana : Chapra, District : Nadia, WEST BENGAL
Applicant's Status	Seller/Executant

Office of the D.S.R. NADIA, District: Nadia

Endorsement For Deed Number : IV - 130100558 / 2015

Query No/Year	13011000362873/2015	Serial no/Year	1301015569 / 2015
Deed No/Year	IV - 130100558 / 2015		
Transaction	[4302] Other than Immovable Property, Deed of Trust		
Name of Presentant	Mr Bachhu Das	Presented At	Office
Date of Execution	05-12-2015	Date of Presentation	07-12-2015

Remarks

On 07/12/2015

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 : 64A of Indian Stamp Act 1899.

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

Presented for registration at 13:16 hrs on : 07/12/2015, at the Office of the D.S.R. NADIA by Mr Bachhu Das, Executant

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

Execution is admitted on 07/12/2015 by

Mr Bachhu Das, Son of Mr Dalim Das, Chapra, P.O: Bangalji, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Hindu, By Profession Cultivation
Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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

Execution is admitted on 07/12/2015 by

Mrs Mithu Das, Wife of Mr Susanta Das, Sadhak Ramprasad Sen Road , Ward No 6, P.O: Krishnagar, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741101, By caste Hindu, By Profession Business
Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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

Execution is admitted on 07/12/2015 by

Miss Anamika Antony, Daughter of Mr Poltu Antonu, Srinagar Madhya Para, P.O: Bangalji, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business
Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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

Execution is admitted on 07/12/2015 by

Miss Tanisha Chakraborty, Daughter of Mr Soumendra Chakraborty, Chapra Bazar Paschim Para Gandhi Pally, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Hindu, By

Profession Business

Indetified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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

Execution is admitted on 07/12/2015 by

Mr Dalim Das, Son of Mr Murari Das, Dakshinpara Bazar, P.O: Bangaljhi, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Hindu, By Profession Business

Indetified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

Payment of Fees

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 60/- and Stamp Duty paid by Stamp Rs 150/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 184, Purchased on 04/12/2015, Vendor named K G Pramanik.
2. Rs 50/- is paid on Impressed type of Stamp, Serial no 185, Purchased on 04/12/2015, Vendor named K G Pramanik.



(Probir Kumar Golder)

* DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. NADIA
Nadia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1301-2015, Page from 3864 to 3895

being No 130100558 for the year 2015.



Digitally signed by PROBIRKUMAR
GOLDER

Date: 2015.12.07 17:22:28 +05:30

Reason: Digital Signing of Deed.

Handwritten signature of Probir Kumar Golder

(Probir Kumar Golder) 07-Dec-15 5:22:28 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. NADIA

West Bengal.

(This document is digitally signed.)

Office of the D.S.R. NADIA, District: Nadia

Endorsement For Deed Number : IV - 130100558 / 2015

Query No/Year	13011000362873/2015	Serial no/Year	1301015569 / 2015
Deed No/Year	IV - 130100558 / 2015		
Transaction	[4302] Other than Immovable Property, Deed of Trust		
Name of Presentant	Mr Bachhu Das	Presented At	Office
Date of Execution	05-12-2015	Date of Presentation	07-12-2015

Remarks

On 07/12/2015

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 : 64A of Indian Stamp Act 1899.

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

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Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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Identified by Mr Anirban Mondal, Son of Mr Augustin Amiya Mondal, Srinagar R C Para, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Christian, By Profession Business

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

Execution is admitted on 07/12/2015 by

Miss Tanisha Chakraborty, Daughter of Mr Soumendra Chakraborty, Chapra Bazar Paschim Para Gandhi Pally, P.O: Chapra, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741123, By caste Hindu, By