

Original Trust Deed handed over to Mr. Pranab Das, Secy to GM (F) SKB on 30 Rs. 5/4/12



No- 740 (Stamp Rupees:- 100/- hundred) only. 610 (one hundred) only. 64

S. Doley  
24/4/01

DEED OF TRUST

(84/ R.K. Dutta)  
(84/ R.C. Choudhary)  
(84/ P.L. Barua)  
(84/ S. Dasgupta)  
(84/ A.R. Baruah)

This DEED OF TRUST is executed at Numaligarh on this the 24th day of April 2001, (TWO THOUSAND ONE)

A = 19,500.00  
R = 16,000.00  
M(D) = 50,000.00  
C.H.A = 50,000.00

BETWEEN

NUMALIGARH REFINERY LIMITED, Dist Golaghat, Assam, a Company incorporated under the Companies Act, 1956 and having its Registered Office at LOTUS TOWER, G. S. ROAD, GUWAHATI - 781005 hereinafter referred to as "NRL" or 'SETTLORS' as the case may be, (Which expression shall, whenever the context so requires or admits, mean and include their executors, administrators and assigns) of the ONE PART,

AND

1. SRI R. K. DUTTA, Son of Justice S. K. Dutta, resident of Numaligarh, Dist. Golaghat Assam, as Managing Director, Ex-Officio, Numaligarh Refinery Limited.
2. SRI R. C. CHOUDHARY, Son of Late Bisheswar Choudhary, resident of Numaligarh, Dist, Golaghat, Assam, as Director (Technical), Ex-Officio, Numaligarh Refinery Limited.
3. SRI P. L. BARUA, Son of Late C. L. Barua, resident of Numaligarh, Dist. Golaghat, Assam, as Adviser (HR), Ex-Officio, Numaligarh Refinery Limited.
4. SRI S. DASGUPTA, Son of Late S. K. Dasgupta, resident of Numaligarh, Dist. Golaghat, Assam, as General Manager (Finance), Ex-Officio, Numaligarh Refinery Limited.
5. SRI A. R. BARUAH, Son of Late R. K. Baruah, resident of Numaligarh, Dist. Golaghat, Assam, as Sr. Manager (P & A), Ex-Officio, Numaligarh Refinery Limited.

12/6/95

- (2) -

(Sd/- R. K. Dutta.)  
(Sd/- R. C. Choudhary)  
(Sd/- P. T. Barua)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Baruah)

hereinafter together called the "TRUSTEES" (which expression shall, where the subject or context allows or admits be deemed to include the survivor or survivors of them, the successor or successors in office and also the Trustee or Trustees for the time being of the Trust hereby created) of the OTHER PART,

WHEREAS it is being increasingly recognised that national prosperity is primarily a function of Education and NRL has shown active awareness of this important problem and has been encouraging the development of education and in furtherance of this motto, NRL is now desirous of setting up an English Medium School in the residential area of NRL at Numaligarh Township for the benefit of the children of employees working for NRL,

AND WHEREAS for the said purpose, NRL has entered into an agreement with Delhi Public School Society (DPSS), a society registered under the Societies Registration Act, 1860 with its Registered Office at D.P.S. Society Office, F-Block, East of Kailash, New Delhi - 110 065, vide the deed of agreement dated 18/12/1995 entered in between NRL and DPSS to set up and manage an English Medium School in Golaghat Township,

AND WHEREAS with the joint efforts of NRL and DPSS, a school has been founded in the year 1997 under the name and style of Delhi Public School at Numaligarh, the administration of which is vested with DPSS which hereby permits, allows and grants a revocable licence to use the name Delhi Public School and its logo and motto for the purpose of said school during the terms of this agreement, NRL thereby guarantee the payment of service charges of Rs. 3 Lacs (Rupees three lacs) only per annum to DPSS in consideration of the grant of said licence and services to be rendered and obligation undertaken by them,

AND WHEREAS the SETTLORS has now considered that in implementation and furtherance of their desire it is expedient to make a formal dedication of all the properties of Delhi Public School at Numaligarh, both immovable and movable to the purpose for which they were constructed and acquired and to make a more definite provision for the development and upkeep of the school by declaration of a public trust with such sums of money or properties which may be given by them or others, already used and now in possession of Delhi Public School, Numaligarh, with the main object of promotion of education, to be held by Trustees (hereinafter be called THE BOARD OF TRUSTEES) for the purposes of the Trust, the trustees hereby giving their consent to be and act as trustees of the trust hereby created upon and subject to the terms and conditions of the trust hereinafter contained.

NOW THIS DEED OF TRUST WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS HEREUNDER :

12/6/07

- (3) -

(Sd/- R. k. Datta)  
(Sd/- R. c. Choudhary)  
(Sd/- P. t. Baruah)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Baruah)

1. ASSIGNMENT BY SETTLORS :

That for effectuating the said desire and in consideration of such sums of money or properties given to the said school, the SETTLORS do hereby CONVEY, TRANSFER, GRANT, ASSIGN and SETTLE to the TRUSTEES all the movable or immovable properties together with the construction-in-progress situated at Numaligarh, Assam, and its beneficial interest in the said properties forever and all other funds, donations and contributions in any shape or form made to the said fund from time to time and the rents, profits and income thereof and the stocks, properties and securities for the time being representing the same upon trust for objects and purposes and subject to the powers and provisions hereinafter mentioned and contained.

2. PROPERTY VESTED IN TRUSTEES :

That for the consideration aforesaid, the TRUSTEES hereby covenant with the SETTLORS that they the TRUSTEES shall HOLD AND STAND POSSESSED of the said property (which is hereinafter be referred to as the TRUST FUND). The Trustees shall hold the said fund and other properties that may be endowed or conferred for the said trust for the use and benefit of the Trust. The Trustees shall out of the income realised from the properties endowed and such other endowments or donations which they may get, pay all taxes and rates and all expenditure with the Trust.

3. NAME :

The Trust hereby constituted is and shall be an irrevocable public charitable trust and shall be known as NRL EDUCATION TRUST,

4. REGISTERED OFFICE :

The Registered Office of the Trust shall be situated at Numaligarh, Dist. Golaghat, Assam, or such other place as the Trustees may from time to time decide,

5. OBJECTS OF THE TRUST :

12/6/07

- (4) -

(Sd/- R. K. Dutta.)  
(Sd/- R. C. Choudhary)  
(Sd/- P. T. Baruah)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Baruah)

Main objects :

- a) To take over the existing Delhi Public School, Numaligarh, with all its assets and liabilities, rights and obligations thereof and maintain and run the same by enlarging and enhancing its round scope and standard and strive for the all out improvement of the institution.
- b) To impart education through English Medium and prepare students for Senior Secondary School Examination of C.B.S.E. – the classes to be built up gradually from class Nursery to XII within a period of three or four years,
- c) To establish and manage directly or through an agency the said Delhi Public School at Numaligarh upto Higher Secondary level for the children of employees of NRL and also other children to the extent thought fit by the Trustees,
- d) To establish and administer other schools, upto Primary/Secondary levels as may be considered necessary or expedient from time to time primarily for the education of children of the Settlor employees,
- e) To obtain recognition of the said school by C.B.S.E., and to comply with all the rules and regulations of C.B.S.E. as may be enforced from time to time,

Incidental and ancilliary objects :

- a) To carry out only such academic and other educational activities as shall be consideration relatd or/ and incidental to imparting quality education,
- b) To provide all expertise, know-how and other educational material to improve academic standards and other co-curricular activities in the school in such manner as may be considered fit and proper by it,
- c) To provide for research work and for the delivery and holding of lectures, demonstrations, exhibitions, public meetings, classes and conferences calculating directly or indirectly to propagate and advice the cause of education,
- d) To print, publish, distribute and sell, books, newspapers, magazines, pamphlets, brochures and other publications having its objects of teaching, propagation, promotion and development of culture, literature, science and technology and to keep reserved the copyright of all or any of such publications for the trust, if considered necessary,

12/6/01

- (5) -

(Sd/- R. K. Datta)  
(Sd/- R. C. Choudhary)  
(Sd/- P. T. Boruah)  
(Sd/- S. Das (recepta))  
(Sd/- A. R. Baruah)

- e) To award, grant and present stipends, scholarships, prizes, medals, etc., study loans and other allowances and concessions to students, workers, writers, authors, editors and other interested persons in the advancement of education and culture,
- f) To establish, support and maintain institutions for promoting and spreading social consciousness amongst people,
- g) To provide food, shelter, clothing, medical care and education for the poor and needy at free of cost or at concessional rate,

6. BOARD OF TRUSTEES :

The Board of Trustees shall comprise of the five persons including Chairman. The Trustees mentioned hereinabove will be the first Trustees of the Trust. The Chairman of the Trust shall be a person appointed by NRL.

The appointment of the Trustees shall be governed by the rules as follows :

- i) All the Trustees of the Trust shall be appointed by NRL.
- ii) The Trustees thus appointed shall hold office for a period of three years and are liable for retirement thereafter.
- iii) The Trustees whose term of office expires after a period of three years are eligible to be co-opted as Trustees again.

7. VACATION OF OFFICE BY TRUSTEES :

The office of the Trustees shall be vacated :

- a) If he or she dies or become of unsound mind.

12/6/01.

- (6) -

(Sd/- R. k. Dutta)  
(Sd/- R. C. Choudhary.)  
(Sd/- P. T. Barua)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Barua)

- b) If he or she files a petition for being adjudicated as an insolvent, or if he or she compounds with creditors.
- c) If he or she resigns the office of the Trustees by notice in writing under his or her hand left at the registered office of the Trust.
- d) If NRL withdraws nomination/appointment.

8. MEETINGS :

- a) The Trustees shall ordinarily transact their business in a duly convened meeting which should take place at least once during every six months. In case of urgency any business can be transacted by a written circular to be issued by or at the instance of the Chairman of the Trust and circulated among the Trustees for recording their opinion in writing on matters under consideration. The opinion may also be obtained over the telephone or by way of telecommunication. The vote of majority shall prevail at their meeting or on a voting by circular as aforesaid. The Chairman of the meeting shall have an additional or casting vote in case of equality of votes. The Trustees shall keep and maintain proper minutes books in respect of all the meeting of the Trustees and of all circular resolutions passed by them from time to time and other necessary books and records.
- b) One third of the total number or two Trustees whichever is higher present at any meeting shall be the quantum at all meeting of the Trustees.
- c) All meetings shall be chaired by the Chairman or his/her absence by any other Trustee Elected to chair the meeting.

9. TRUSTEES POWERS :

The Trustees shall have all powers and authorities of the Trustees as indicated under these presents and as may be authorised by law :

12/6/01.

(Sd/- R. C. Dutta)  
(Sd/- R. C. Choudhary)  
(Sd/- P. L. Baner)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Bhatnagar)

A. POWER TO APPOINT AGENTS & COMMITTEES :

The Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper person or agent and to appoint committee(s) as they may think proper to function under the authority and control of the Trustees for carrying out the Trust of these presents or the management thereof and may within the limits of their own power vest with them all such powers including power to incur all such expenditure as may be necessary for carrying out the object of the Trust. The member of the Board of Trustees may also be the members of the such committees.

B. TO MAKE INVESTMENTS :

All money forming part of the Trust property and requiring investment shall be invested in accordance with the provisions of Section 11(5) of the Income-Tax Act, 1961 or any amendment thereof.

C. TO ACCEPT DONATION :

The Trustees shall have power in their discretion to accept upon such terms as they may think fit any donations, contributions, from any private or public trust, institution company firm or persons whether such donations or contributions be of money and/or any other property movable or immovable.

PROVIDED ALWAYS THAT the terms upon which such donations or contributions shall be accepted shall not in any way be inconsistent with or repugnant to the objects of these present and shall only be for the purposes of advancement of the objects of the Trust created under these presents, to be utilised only in furtherance of the objects.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT save as otherwise expressly provided by the terms of the donations or contributions as aforesaid, the Trustees shall in their absolute discretion be entitled to treat such donations or contributions or any part thereof as part of the corpus of the Trust property and to utilise such donations or contributions or any part thereof for the furtherance and fulfilment of the objects of the Trust.

12/6/01

(Sdr R. k. Dutta)  
(Sdr R. C. Choudhary)  
(Sdr P. L. Barua)  
(Sdr S. Das Gupta)  
(Sdr A. R. Barua)

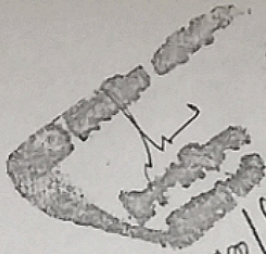
D. TO DEAL WITH PROPERTIES :

- i) To let any immovable property forming part of the Trust from month to month or year to year or for any period or in perpetuity and to sell exchange and purchase immovable properties upon such terms and conditions as they may, in their discretion think fit from time to time, provided the purpose of doing so is in the furtherance of the objective of the Trust.
- ii) To keep the movable and immovable properties forming part of the Trust Property in good repair and condition and fully insured and in their discretion to make any addition, to alteration and improvement to the immovable property/s forming part of the Trust Property and to develop the same from time to time in such manner as they in their discretion deem fit and proper.
- iii) To sell or otherwise dispose of any part of the Trust property on such conditions and upon such terms as the Trustees in their discretion may deem fit and proper, for the purposes of this Trust
- iv) To receive property and otherwise acquire and hold any property movable or immovable whatsoever or wheresoever situated as they shall in their absolute discretion deem fit.
- v) To accept any property whether movable or immovable before the time at which it is transferable or payable.
- vi) To secure, hold, improve, sell, lease, convey and dispose of any property and to exercise the rights powers and privileges of ownership.

E. TO BORROW :

In their discretion to borrow or raise money by way of loans or deposits by private or public appeals or in any manner permitted by law to issue promissory notes, debentures, bonds, or any other obligations or securities upon such terms and conditions as the Trustees shall in their discretion deem fit and proper from time to time and to mortgage the whole or any part of the Trust property as security for the repayment of the loans borrowed for the purpose of the Trust.





12/6/01

- (9) -

(Sd/- R. K. Dutta)

(Sd/- R. C. Choudhary)

(Sd/- P. T. Barua)

(Sd/- S. Das Gupta)

(Sd/- A. R. Baruah)

F. TO OPEN AND OPERATE BANK ACCOUNTS :

To open and maintain in the name of the Trust or in the name/s of any one or more of the Trustees any type of bank account/s with any Nationalised or Scheduled Bank/s as they shall from time to time decide and all moneys shall be paid into such account/s in such manner as the Trustees may decide or to authorise members of committees to operate such account/s.

G. TO DEAL WITH TRUST PROPERTY :

To apportion the Trust property and to compromise or compound all actions, suits or other proceedings and all differences and demands and refer any such differences or demands to arbitration and to adjust, settle and approve all accounts relating to the Trust property and to execute, release and all documents necessary in the premises and to do all other things relating thereto respectively as fully as if they were absolutely entitled to the Trust property and without being answerable for the loss occasioned thereby.

H. TO MANAGE TRUST AFFAIRS :

The affairs of the Trust shall be managed by the Trustees who shall determine the purposes being Charitable purposes within the objects of the Trust as hereinbefore declared for which and the manner in which the Trust property shall be applied and those decisions as to any such application of the Trust within the terms of the said Trust shall be final and conclusive and not open to question by any person or body.

I. TO GIVE VALID DISCHARGE :

The receipt in writing of the Trustees on behalf of the Trust or Chairman of the Trust for any interest, dividend or income or any deed paper writing documents or other moneys and effects payable or deliverable to the Trust shall be sufficient and effectual discharge for the same.

J. OTHER POWERS :

- i) To empower the Chairman or any other Trustee or any other person to perform all or any of the powers of the Trust and to sign contracts documents etc. for and on behalf of the Trust.

(Sd/- R. K. Dutta)  
(Sd/- R. C. Choudhary)  
(Sd/- P. T. Borua)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Barman)

- ii) To enter into make perform and carry out contracts of every kind and for any lawful purposes with any person associations company or body whet her public or private.
- iii) To accept any compensation or any security movable or immovable for any debt or any property due to or claimed by the Trust.
- iv) To allow any time for payment of any debt.
- v) To comprise, compound abandon submit to arbitration or otherwise settle any debt account claim or thing relating to the Trust and the Trustees shall not be liable for their acts done in good faith in this regard and shall not be liable for any loss to the Trust thereby occurring.
- vi) To enter into any arrangement with the Government Central and State Local Govt. for securing grants in aid for any school run by the Trust.

K. TO MAKE RULES AND REGULATIONS :

The Trustees shall be entitled to make amend or rescind Rules and regulations for the management of the Trust and all matters concerning the Trust and the Trust properly provided that such Rules and Regulations shall not be repugnant to the provisions hereof or offend the object or purposes of the Trust or be inconsistent therewith.

10. ACCOUNTS AND AUDIT :

The Trustees shall get maintained regular accounts of the Trust Funds and shall get the same duly audited by a firm of Chartered Accountants. The Accounts and Audit Report and the report of the Trustees shall be circulated to members at least once in a year.

11. INDEMNITY :

The Trustees shall be indemnified out of the assets of the Trust i.e. Trust property from and against all suits proceedings, costs, charges, losses, damage and expenses which they or any of them shall or may incur or sustain by reason/s of any act done or committed in or about the execution of the duty in their respective offices except such of them as they shall or may incur or sustain by or through their own willful neglect or default of any other Trustees or other person/s whom any moneys or effects belonging or for insufficiency or any security upon which any money of the Trust shall be invested or any other loss or damage due to any such cause as aforesaid or which may result from the execution of his office.

(Sd/- R. k. Dutta)  
(Sd/- R. c. Choudhary)  
(Sd/- P. t. Choudhary)  
(Sd/- S. Das Gupta)  
(Sd/- A. R. Baruah)

12. TERMINATION OF TRUST :

On the termination of the Trust no part of the Trust property shall be paid to or applied for the benefit of Trustees or beneficiary or any private individual and all assets remaining after paying or adequately providing for the debts and obligations of the Trust, shall be conveyed transferred and assigned to such charities having aims and objects most nearly similar to the objects of the Trust as the Trustees shall in their absolute discretion determine.

13. REIMBURSEMENT OF EXPENSES :

The Trustees of THESE PRESENTS are entitled to be reimbursement and also to pay and discharge out of the Trust Fund, all expenses incurred by them or on their behalf in or about the execution of the Trusts and powers of THESE PRESENTS in accordance with the decision of the Board of TRUSTEES.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands on this the 24<sup>th</sup> day of April 2001.

SETTLOR

TRUSTEES

NUMALIGARH REFINERY LTD.

Sd/- R. k. Dutta;

359-1000  
360-30.00  
S.R. - 1000.00  
Sd/- M. P. Singh

Sd/- R. k. Dutta  
(MANAGING DIRECTOR)

1. SRI R. K. DUTTA

Sd/- R. c. Choudhary.  
2. SRI R. C. CHOUDHARY.

Drafted by :-

Sd/- P. t. Barua  
3. SRI P. L. BARUA

Sd/- Sri Ajoy Paul, M. Com L.L.B.  
F.C.A.  
SRI AJAY PAUL, M.COM., LL.B., FCA.

Sd/- S. Das Gupta)  
4. SRI S. DASGUPTA.

Composed by :-

Sd/- A. R. Baruah.  
5. SRI A. R. BARUAH

Sd/- Sri Subhankar Paul.  
SRI SUBHANKAR PAUL.

Sd/- 350  
Sd/- 28/4/01  
Sd/- 12/6/01

1000 D.P.S. school. N.R.T. Numaligarh.  
Golaghat Sd/- M.P. Singh seal Mahen  
prosed Singh Govt of India Court fees  
and does judicial stamp paper vendor  
Golaghat Court.