

भारत INDIA

₹. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



E 786281

verified that the Women's
Registration The Signatures of the
Endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances, II, Kolkata

6 FEB 2019

TRUST DEED

THIS INDENTURE made this the 6th day of February Two Thousand and Nineteen.

BETWEEN

Headmaster
Shimulia High School
Nadia Shimulia, Nadia



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 751453

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SHRI TANMOY DHAR son of Sri Ram krishna Dhar having PAN - AELPD0114P, by faith Hindu, by occupation- Self employed, at present residing at 11/460, K.C. Lane, Ghutia Bazar, Post Office-Hooghly, Police Station-Chinsura, Pin-712103, District-Hooghly, hereinafter called "the SETTLOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their respective executors administrators, legal representative and / or assigns) of the **ONE PART**

AND

1. SHRI TANMOY DHAR son of Sri Ram krishna Dhar having PAN - AELPD0114P, by faith Hindu, by occupation- Self employed, at present residing at 11/460, K.C. Lane, Ghutia Bazar, Post Office-Hooghly, Police Station-Chinsura, Pin-712103, District-Hooghly.

AND

2. SMT PAPRI DHAR, W/O Shri Tanmoy Dhar, having PAN - AXNPD5630P, by faith Hindu, by occupation- House wife, at present residing at 11/460, K.C. Lane, Ghutia Bazar, Post Office-Hooghly, Police Station-Chinsura, Pin-712103, District-Hooghly, hereinafter called "the TRUSTEES" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their respective executors, administrators, legal representatives and / or assigns) of the **OTHER PART**.

TRUST PROPERTY:- At present the trust has no immovable property and landed property save an except the trust value amounting to Rupees Eleven Thousand in its own name and no immovable and landed property is being settled in favour of the trust by this document.

AND WHEREAS the Trustees named above have agreed to act as Trustees of these presents upon the terms and conditions here in after contained.

NOW THIS INDENTURE WITNESSETH as follows :

1. In order to effectuate the said desire and for diverse other good causes and consideration here unto moving, the Settlers both hereby transfer, assign and make over to the Trustees the sum of **RS.11000/- (Rupees Eleven Thousand Only)** and all the right, title, interest, claim and demand whatsoever of the said setter into and upon the said sum of **Rs.11000/- (Rupees Eleven**

Thousand only) and every part thereof **TO HAVE AND TO HOLD** the said sum and the investments for the time being representing the same and all other sums, shares, securities and other properties which may be received by the Trustees hereafter by way of donation, gift, subscription, income, interest, dividend or otherwise whatsoever or howsoever accruing or that may for the time being form the assets of the said Trust [hereinafter for the sake of brevity referred to as "as Trust Property" upon Trust for public and charitable purpose.

2. PROPERTIES

At present the trust has no property or assets, either movable or immovable other than the Trust fund as described herein above and no immovable and landed property is being settled in favour of the trust by this Document.

The trust properties shall consist of :-

- (a) The amount transferred by the SETTLOR, as mentioned above, towards the corpus fund of the trust.
- (b) Any cash, kind, properties, movable or 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 in legal means.
- (c) All additions and accretions to the Trust properties and the income there from.
- (d) All donations, gifts, legacies or grants, in cash or in kind accepted by the trustees upon trust.
- (e) The properties of the Trust shall be utilized for the objectives of the Trust set forth herein above subject to the provisions and conditions mentioned herein in this present Deed of Trust.

3. The name of the Trust shall be **"MINA DEVI CHARITABLE TRUST"** and shall be deemed have commenced from the date of execution of this Deed of Trust.

4. The office of the Trust shall situate at 11/460 K.C. Lane Ghutia Bazar, Post Office-Hooghly, Police Station-Chinsura, Pin-712103, District-Hooghly, in the State of West Bengal and /or at such other place or places in India as the Trustees may decide from time to time. For the time being the offices will be situate at 11/460 K.C. Lane Ghutia Bazar, Post Office-Hooghly, Police Station-Chinsura, Pin-712103, District-Hooghly. The Trustees will be at liberty to open any Branch or Branches, Service center or accord any affiliation to any Trust, Society having same or similar object furtherance of object as the Trustees may decide.

5. Object :-

(a) To establish promote, set up, run maintain and grant aid and other financial assistance to Vidyalaya, Schools, Colleges, University, Vanvasi Ashram, Computer Training Center, Research Technical & Medical Institute, Libraries, Reading Rooms, Lecture Hall, Research Laboratories for the development of knowledge to human being without any profit.

(b) To open, establish promote, set up, run, maintain, assist, finance, takeover, support and / or aid or help in the setting up and/or maintaining Hospitals, Nursing Homes, Maternity Homes, Clinics, Dispensaries, Mobile Hospitals & Ambulance, Sanitarium and Medical Institution of Ayurvedic, Homoeopathy or Allopathic, Surgery, Acupuncture, Acupressure, Naturopathy or any other modes of treatment and other establishment and for providing medical relief to the poor sick, infirm people.

- (c) To sponsor, open, run administer, charitable institutions for orphans old and / or inform persons, mentally retarded, blind and providing artificial organs, limbs, clippers, Tricycle & Baisakhi to handicapped.
- (d) To provide and / or render help and assistance in cash or kind to poor, Destitute, widows, orphans and mentally and physically handicapped persons.
- (e) To hold seminar, arrange lectures, conference, debates, exhibitions and other like activities for the dissemination of knowledge, national integration and to publish or and to Journals, Magazines, books, pamphlets. Periodicals and newspapers and Audio Visual tapes and other modes of publicity in India to carry out the objects of the Trust.
- (f) To grant pay or give scholarship, prizes, rewards, awards, allowances and other assistance or help in cash or kinds to students, schools, professors, scientist or any other distinguished person in any field in recognition of their research and contribution in the field of science, technology and in any other field valuable to the human being.
- (g) To promote the interest in general public in Indian Arts, Culture and musical and dances programs and kavi Sammelan.
- (h) To promote, Advance and encourage and / or aid in helping promoting, advancing and encouraging cultural, archaeological and spiritual institutions also physical training. Training of handicrafts, fine arts and other useful arts including the establishments and maintenance of Shilpa Shikshalayas, Kala kendra's and other welfare centers for the use of public.

- (i) To start, maintain and assist any relief measures in those parts which are or becomes subjected to natural calamities such as flood, drought, famine, cyclone earthquake, epidemic, storm, accident, pestilence and/or any other form of emergency.
- (j) To establish maintain or grant aid for the establishment or maintenances of wells, tube wells tanks, water reservoirs, filtration plant and pious for drinking water including the canal and construction of end repairs to drainage, sewerage and other migration facility for the rural and urban areas for the use of the public.
- (k) To establish, promote, maintain, run Dharamshala, Guest House, Sarai, Musafirkhana or any other establishment whatsoever name as may be called, is utilized for the temporary residents or accommodation of public in general.
- (l) To open, establish, promote, set up, run, maintain, assist, finance, support and/or aid help in the setting up and / or maintaining and/or running by monetary gifts or otherwise. Centers, stadium, play grounds and parks for public use, gymnasium, sports and games and other social welfare work and/or activities in India.
- (m) And generally to do and encourage all such works conducive for general public and charitable in nature without any distinction of caste, creed, sex and religion at large.
- (n) All aims /object/purpose of the Trust herein stated above shall come into effect/ force after necessary appointment of the competent Government authority in the case where affiliation/permission/licence/sanction is required

6. If any one or more of the objects specified in Clause (4) of these presents are held to be objects of a public charitable nature, the Trustees shall not carry out such object or objects as if the same not been incorporated in these presents but the validity of the Trust created by these presents as a Trust for public charitable purposes shall not be affected in any manner.

7. The financial year of the Trust shall end on 31st day of March every English calendar year. The accounts of the Trust shall be audited by any auditor or by a Chartered Accountant as the Trustees may decide from time to time.

8. BENEFICIARIES OF THE TRUST

The trust is established for the benefit of the citizens of India and the class of people mentioned above without discrimination of caste, community, religion, creed or gender.

9. BODIES OF THE TRUST

(a) BOARD OF TRUSTEES

The Board of Trustees or the Trust Board shall consist of

(i) The Managing Trustee.

First trustees shall be the parties at the SECOND PART to this Trust Deed.

Subsequent constitution of the trust shall be in accordance with the procedure laid down in clause 9 hereafter.

(b) THE GOVERNING BODY

The Governing body shall consist of:

(i) The President - the Managing Trustee of the trust board ex-officio.

- (ii) Vice-Presidents.
- (iii) The Secretary.
- (iv) Two Assistant Secretary
- (v) One Treasurer
- (vi) Two Members nominated by the Managing Trustee.

Provided, the members of the Governing Body may be increased from time to time, whenever the Board of Trustees deems it necessary, by a resolution passed with simple majority.

Appointment of the Secretary and the treasurer shall be amongst the members of the Board of Trustees.

(c) **THE GENERAL BODY**

The General Body shall consist of :

- (i) All General members.
- (ii) All life members
- (iii) All Patron members
- (iv) All dedicated members

As decided by the board.

10. MANAGEMENT AND ADMINISTRATION

The operational management and administration of the trust shall vest in the governing body.

(a) NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO OPERATE:

- (i) The number of trustees shall be at least seven.
- (ii) The parties of the second part will be the first trustees, and they shall automatically form the Board of Trustees.

(iii) The First Managing Trustee shall be the SETTLOR /FOUNDER of the FIRST PART and he shall hold office for his life time until he resigns willingly.

(iv) The managing Trustees shall nominate any person as his successor during his life time and in failure of his doing so the Board of trustees shall appoint any member among the board of trustees POSSESSING ALL THE CREDEBILITIES OF IDEAL MANAGING TRUSTEE Viz.

1. He will be a selfless person.
2. Having no past record of any previous conviction under any laws in force in India.
3. He must be a citizen of India by Birth.
4. He must be a member of the Board of Trustees for not less than a period of two years.
5. He must possess the quality to work/deal with all other internal and external persons associated with the trust with love and compassion to keep everyone united.

(v) The term of office of the First trustees shall be of life long.

(vi) Any Trustees including the managing trustee may retire from the trusteeship hereof by giving a clear TWO calendar month notice of his/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 AND in reasonable future circumstances he may be appointed as a trustee if the Board of Trustee deems it to be fit.

(vii) Any vacancy caused due to 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 the co-option of the Board of trustees. However, the Managing Trustee shall have right to

rescind the appointment of such person as trustee and may at his discretion, appoint other person in this event.

(viii) The Trustees who are not founder managing trustee or founder trustees shall hold office for a period of ONE year from their date of appointment by the trustees. However, the Board of Trustees may reappoint them for subsequent term or appoint other persons as trustees.

(ix) The Managing Trustee shall have the power to remove a trustee suffering from physical or mental disability or if he/she is accused or misfeasance of trust funds or property or misconduct after satisfying himself on any enquiry and such action of the Managing trustee shall be binding on all concern.

(b) TRUST ADMINISTRATION AND POWERS OF THE BOARD OF TRUSTEES:

Rules may be framed for proper administration of the Trust but such rules must not be against the objects of the trust as mentioned here above.

(c) POWER FO THE BOARD OF TRUSTEES

The board of trustees shall have following powers:

(i) To deal with 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 may apply the whole or any part of the trust properties.

(ii) The Income and the properties of the trust will be solely utilized towards the object of the trust and no portion of it will be utilized for payment to the settler or trustees or to their relatives by way of salary, allowances, profit, interest or dividend etc.

- (iii) To open one or more bank accounts and operate the same or provide for operation of the said accounts jointly by President AND Secretary OR treasurer.
- (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 of however any sale or alienation of immovable property 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 purposes 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) To borrow money with or without security and to repay the same.
- (viii) To receive, collect and enforce recovery of all moneys 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 contribution from any person or persons from India or outside of India, after complying with the statutory formalities by way of donations, gifts, or in any other manner and to hold the same upon trust for the objects set forth herein.
- (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, 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 or 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 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) For the management and administration of the Trust, the trustees shall elect one amongst themselves for each of the offices of the of the Vice President, Secretary and Treasurer shall be in office for a period of not more than three years from their date of appointment and they may be re-elected for further terms. No trustees except the managing trustees 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 report him directly.
- (xvii) The Board of Trustees shall have power to amend/ modify/alter/ shorten/ increase the role and responsibilities of the Governing body and its members/ office bearers.

11. ROLES, RESPONSIBILITIES AND POWER OF THE OFFICE BEARERS:

The Roles, responsibilities and power of all the office bearers of the trust identified below. In addition to these, the Managing Trustee may entrust additional roles, responsibilities and powers to any of the trustees.

(a) PRESIDENT / MANAGING TRUSTEE

(i) 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, acknowledgement for the contribution received and agreements with individuals, Government Institutions and other organization on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary power not explicitly assigned to any of the other office-holder in these presents.

(ii) The Managing Trustee is authorized to sign along with the Secretary OR Treasurer Bank cheques, deposit release voucher. The Managing Trustee is empowered to remove any trustee from the trust and its offices if it is found that his/ her activities are not congenial to the activities of the trust with an affirmation of the majority of the trustees in writing.

(iii) The Managing Trustee is responsible for ensuring that the trust pursues the objects for maintaining the dignity of the trust shall use his/her influence to promote the activities of the trust.

(iv) Managing Trustee shall have power to administer the funds of the trust as sanctioned by the Board of Trustees AND exercise any power/powers exercisable by the Board of trustee as may be delegated to him.

(v) The Managing Trustee shall have overall power to superintend over the affairs of the trust, in causing the operation of the bank account, receive loans for the Trust to carry out the

objectives of the Trust with the concurrence of the majority members of the Board of Trustees.

- (vi) Managing Trustee may form a Governing Body amongst the trustees OR Patron members OR the general body anonymously or by the majority consent of the Board of Trustees.
- (vii) Managing Trustee may authorize any of the trustees to act on his behalf.
- (viii) Managing Trustee may authorize any of the trustees to act on his behalf.
- (ix) Managing Trustee shall remain the President of the Governing Body for his life.
- (x) The President of the Governing Body shall be the Chief Signing authority.

(b) VICE PRESIDENT

The vice president shall help the president in discharging the duties and responsibilities in relation with the trust, except Bank transfer.

The Vice president shall have the power and authority delegated and assigned to him/her by the President/ Managing Trustee in His absence

The Vice President, in the absence of the president may preside over the annual meeting of the Board of trustees only and the resolution passed in such meeting shall have to be affirmed under signature of the president before execution.

(c) SECRETARY

- (i) 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 president.
- (ii) The secretary shall also be responsible for the day administration activities of the trust on behalf of the board of trustees. The secretary shall deal with correspondence received by the trust, send replies in consultation with
- (iii) 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.
- (iv) The secretary shall put audited financial statements/ statement of affairs, auditor's report and annual progress report in front of the board of trustees for their consideration and final decision.
- (v) The secretary is authorized to sign, jointly with the president bank cheques, application for drafts and payment instructions and draw money from the bank up to the limits defined by the board of trustees in their meetings.

(d) ASSISTANT SECRETARY

The Assistant secretary will help the secretary in discharge of all his official duties (except bank transaction)

(c) TREASURER

- (i) The Treasurer will prepare annual budget and monthly and yearly expenditure statements, get the financial statement audited by the auditor duly appointed by the board of trustees AND place them before the board of trustees for approval.
- (ii) The treasurer is responsible to maintain cash books and prepare vouchers for the payment made, receive contribution, sign acknowledgements for the amount or articles received by the Trust

as donations otherwise 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.

(iii) The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the president and draw money from the bank, upto 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.

(iv) The Treasurer will keep all the accounts of the trust AND prepare budget estimate in the board of trustees jointly with the secretary.

(f) CHIEF PATRON

The Chief Patron of this trust shall be nominated by the board of trustees amongst prominent National Dignitaries of high moral turpitude.

12. MEETINGS

(a) MEETING OF THE BOARD OF TRUSTEES:

(i) The Board of trustees shall meet at least once in a year and may meet more often when required.

(ii) The meeting of the board shall be conveyed after giving at least a week's notice unless all the trustees agree to accept a shorter notice.

(iii) Notice of the meeting shall be given to the usual address of the trustees. However, notice through e-mail shall be sufficient in this regard.

(iv) The meeting of Board of trustees shall be convened by the Managing trustee and he shall preside over the meetings. In his

absence, the Managing may authorize any member of the board of trustees preside over such meetings.

(v) A minimum of three trustees present at the meeting shall constitute the QUORUM for the board of trustee meetings.

(vi) All decisions shall be carried out by majority decision of the board, BUT in the event of equality of votes, the chairman president over the meeting shall have an extra vote.

(vii) Any resolution in writing, signed by all the trustees by circulation shall have equal legitimacy as though it has been passed at a meeting of the board of trustees.

(viii) The Board of trustee may invite other persons interested in the object and functioning of the trust to attend the meeting of the board. But they shall not be entitled to vote in such meetings of the board.

(ix) In the case of any conflict or confusion the Managing Trustee's decision shall be final.

(b) MEETING OF THE GOVERNING BODY:

(i) The Governing Body will meet frequently as and when required to discuss the matters of operational concern.

(ii) The members of the governing body will give their suggestions to the governing body in all the activities of the trust.

(iii) The "Annual Meeting" the governing body shall be treated as **ANNUAL GENERAL MEETING.**

(c) MEETING OF THE GENERAL BODY:

(i) The General Body will meet together for at least once in a year.

(ii) Secretary of the Governing body shall be convene the meeting of the General Body. Such meeting shall be conveyed after giving at least 30 days notice.

- (iii) The president of the governing body shall preside over the General Body Meeting. In absence of the president, vice president of the governing body shall preside over the meeting.
- (iv) No specific quorum is required for the general body meeting.
- (v) Any general member shall have right to put, before the general body meeting, their own proposal with respect to the functional areas of the trust e.g. development in accordance with the object of the trust.
- (vi) Members of the general body shall have right to accept or reject a proposal placed before it as above, by any general member for consideration and may accept the proposal with necessary modifications/ amendments, as it may think proper.
- (vii) Annual financial planning and budget proposal of the trust shall be placed before the general body meeting for their suggestion/ comments. Members of the general body shall have right to give their suggestions/ modifications, as they may think proper, to these proposals.
- (viii) The trust body shall consider the suggestion offered by the general body meeting and have right to accept or reject the suggestions so offered by the general body meeting keeping in view the objects of the trust.
- (ix) Members of the general body meeting at its duly convened meeting may also offer suggestions on the functioning of the trust and the areas of operation/ services required to be covered by the trust.
- (x) Any resolution passed/ suggestion offered at the general body meeting shall be placed before the trust body for consideration. However, the trust body shall have right to accept OR reject any of the suggestions/ modifications/ amendments/ comments etc. Given by the general body meeting and decision of

the trust body in this regard shall be final and binding on all concerned.

13. BANK ACCOUNT:

- (i) The President AND secretary OR treasurer shall jointly operate bank accounts on behalf of the trust. One or more bank accounts may be opened in any nationalized bank/banks in the name of the trust by a resolution passed in the board of trustee in that effect.
- (ii) Bank transaction OR any monetary or financial deal will be possible with joint signatures of president and Secretary or treasurer.

14. 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 Income Tax, 1961.
- (ii) The Board shall also determine through Budget or otherwise, from time to time, the amount it shall spend on the various activities of the trust.
- (iii) The Board of trustees may empower the Managing trustee to represent himself on behalf of the trust or act on behalf of the trust in any matter concerning the property, funds, investments, borrowing or for any other investment or disinvestments within the scope of objectives of the trust.
- (iv) The funds of the trust may be invested in fixed deposits with banks, unit trust of India, government bonds or such other appropriate security as the board of trustees may decide. The bank account should be maintained for the funds. However,

investment cannot be made into the primary or secondary equity market.

15. The Trustees shall have the following powers/authority :-

a. The trustees may accept any donation, contribution, grant and subscription in cash or in kind from any person, firm, company, corporation, HUF, association, institutions or private & public trust, Govt. & Semi Govt. institutions (including the settler) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the object of the trust.

b. To borrow. If needed, against the security hypothecate and / or mortgage of the assets of the Trust by way of bank overdraft, loan or otherwise, as may be necessary, for the development project or any other benefit of the Trust and for more effectively carrying out the objects of the Trust provided however the Trustees unanimously agree on such borrowing and limited to the terms of their decision of agreement and to authorize two or more of the trustees to execute such documents, Deeds papers etc. as may necessary in connection therewith.

c. To arrange for and / or authorize the signing or execution of any agreement contract instrument document or any other paper or writing required to be signed or executed on behalf of the trustees to be nominated in this behalf by the Board of Trustees.

d. To authorize any one / or more trustees to hold any property or any fund or any investment of the trust subject however to such terms and conditions, rules and regulations as the Board of Trustees may think fit and proper from time to time.

e. That the trust fund or any portion thereof shall be invested on such movable or immovable assets including the land & Building subject to the provisions of Section 11 (5) of Income Tax Act, 1961 or any modification thereof.

f. To collect, recover, receive, income, Interest, dividend, rent, license fee, lease rent, premium, salami in any mode on behalf of the Trust and incur such expenses required for the upkeep, Maintenance and development of the property and assets of the Trust.

16. If the income from trust property on a particular year is not fully realized and utilized the unexpended income subject to the applicable provisions of the Income Tax Act, 1961, shall be carried over to the next year or years and spent in such subsequent year or years and spent in such subsequent year or years for the advancement of any of the object of the Trust.

17. That to open Bank Accounts whether fixed, current, Saving or cash credit account in the name of the Trust in any bank or banks and operate the same jointly or severally as the Board of Trustees may decide from time to time.

18. The trustees may appoint Secretaries Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Gumastan or other employees for the purpose of management and supervision of the trust properties and estate for collection of rents, effects and profits, for keeping the account and records and for other purpose of the trust.

19. The trustees shall have absolute power to compromise or compound all actions, suits and other proceedings and settle

differences and disputes touching the trust estate and / or the trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the trust estate and / or the trust properties and to do all other acts and things fully and effectually without being liable or answerable for any benefice loss occasioned thereby.

20. The trustees may from time to time frame schemes and make rules and regulations and constitute Committee or Committees to carry out the object of the Trust. The trustees may vary after or modify and reconstitute such rules and regulations, schemes and committees and change the offices bearers from time to time as the trustees may deem fit and proper.

21. The trustees may reimburse themselves and pay and discharge out of the trust fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.

22. The number of trustees shall not be less than three and more than thirty one. Out of which three trustees will be nominated by the settler, who will hold office as trustees till life time. The nominated trustee shall have right to nominate further trustee to any of his/her family member in his or her place during their life time. In case no such nomination is made, the spouse / or his / her elder son will be nominated as trustee at his/ her place subject to approval of the settler or majority of the trustees. Other trustees whether a founder trustee or otherwise shall retire after 3 years from the date of their appointment but being eligible may offer them selves for reappointment.

23. The power to appoint new or additional trustees, but so as not to exceed the maximum number and to fill vacancies in the offices of the trustees, shall vest in the continuing trustees or trustees.

24. Any trustees may return at any time without assigning any reason and without any responsible for any costs occasioned by such retirement.

25. If and so often as any of the Trustees hereby appointed or any future trustee or trustees hereof shall die, become bankrupt or incapable of acting due to physical or mental infirmities or become guilty of any criminal offence involving moral turpitude or goes to reside outside India, or shall desire retire from or refuse to act in the Trust if those presents it shall be lawful for the surviving or continuing Trustee or Trustees than for the retiring or refusing Trustees or Trustee if willing to act (and for this purpose every retiring or refusing trustees shall if willing to act in the execution of the Trust of these presents be considered as a continuing trustee) to appoint any person or persons to be a Trustee or trustees so dying or going to reside out of India or desiring to retire or refusing to act as aforesaid.

26. Two Trustees at a meeting shall form a quorum for any meeting of the trustees.

27. All proceedings and questions and matters arising at the meeting of the trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall give a second or casting vote.

28. Any resolution can be passed by circulation duly signed by the trustees, which has to be formally approved in the next meeting of the trustees.

29. All minutes of the proceedings of every meeting of the trustee be entered in a book to be kept for that purpose and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed by conductive evidence of the business and other matters transacted at such meeting.

30. On a new or additional trustees being appointed and on his/her signifying his acceptance in writing to the effect of his accepting the appointment, the trust property shall automatically vest in him along with the other trustees for the time being and he will be entitled to carry out all the duties and functions of the trustee without any other deed or writing and exercise all power vested with the trustees in these present.

31. That this Trust shall not be revoked at any time and in any circumstance.

32. That the trustees if they so decide unanimously dissolve or amalgamate the Trust or transfer the trust fund or part of the trust fund to the trust having same and similar object but no part of the trust fund shall be transferred or Manager or substantial contributor under any condition.

33. **GENERAL**

(i) For the removal of doubts it is hereby declared that this trust, its objects and its implementation shall not be for the

benefit of any particular cast, political party or religious community as such.

(ii) The Board of trustee shall have the power to acquire movable and immovable properties for the trust and likewise shall have the power to sell, lease or mortgage or otherwise deal with such properties by a resolution passed in the board of trustee.

(iii) All decisions of the Board of trustees shall be taken either unanimously or by majority and in case of tie the managing trustee shall be entitled to cast an extra vote.

(iv) The trustees shall have power to accept donations or contributions in cash or otherwise for the purpose of the trust.

(v) The board of trustees shall have power to appoint personnel to organize and promote the objectives of the trust and to regulate their conditions of the service including matters of disciplines.

(vi) All acts and proceedings of the trust shall be taken and conducted in the name of the trust.

34. COURT OF COMPETANT JURISDICTION

(i) In any legal matter or question the trust shall be under the jurisdiction of the High Court of Chhattisgarh.

AND

(ii) Other High Courts shall have Jurisdiction under whose territory the trust shall have its registered or branch offices is operating so far as any legal.

35. AMENDMENTS:

(i) The Board of trustees may amend any of the clauses except the Clause V and Clause XXIII of this trust deed.

(ii) The Board of trustees at a duly convened meeting of the board after a at least 2 week notice AND by a resolution passed by at least $\frac{3}{4}$ (three fourth) majority of the board present and voting.

- (iii) The amendments to the trust deed can only be passed by the resolution of board of trustees in an actual meeting in personal presence AND not by circulation.
- (iv) Exception to the above general rules under this clause, the clause V (i.e. object clause) can only be modified by the first managing trustee and the founder trustee at their duly convened and constituted meeting, keeping the spirit and intent of the objects of the trust.
- (v) If any alteration or amendment is necessary, the same shall be affected through a supplementary part/ parts to this deed, which shall run co-terminus with this main trust deed.

36. INDEMNITY:

The board of trustees shall be indemnified for any act done by them in good faith in the normal course of the administration of the trust.

37. RESTRICTION ON GAIN OR PROFIT OF THE SETTLOR, TRUSTEES AND THEIR RELATIVES:

Notwithstanding the powers vested with the trustees under the preceding clauses, 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 the SETTLOR/ managing trustee, trustees, any persons who make a substantial contribution to the trust OR of any relative of the settlor, managing trustee, trustees or the persons who make a substantial contribution OR any 'related concern' in which any of the above persons having substantial interest.

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 under the income tax act 1961.

38. **Function of Trust :-**

a) The Trust will not Acts which are illegal and unlawfull in nature and ~~also~~ oppose to the public policy and contrary to the law of the country.

b) The trust will never acts like Micro Financing and Money lending (Act-2012) in nature and shall not obtain any donation or like that from abroad without getting the permission of FCRA Act from the central government./The competent government authority.

39. Saving of rights of certain transferees.—Nothing in section 63 the beneficiary of the Trust will not be entitled to any right in respect of property in the hands of—

(a) a transferee, in good faith for consideration without having notice of the trust, either when the purchase-money was paid, or when the conveyance was executed, or

(b) a transferee for consideration from such a transferee, a judgment-creditor of the trustee attaching and purchasing trust property is not a transferee for consideration within the meaning of this section 64 of The Indian Trust Act. It shall not be applies to money, currency notes, and negotiable instruments in the hands of a bona fide holder to whom they have passed in circulation, or shall be deemed to affect provision of the Indian Contract Act, 1872 (9 of 1872), Section 108, or the liability of a person to whom a debt or charge is transferred.

40. Applicability of Trust act - 1882- The provisions of the Indian Trust Act, 1882 shall apply To all matters not specially mentioned in these Presence.

IN WITNESS WHEREOF all the parties hereto has set and subscribed their respective hands the day month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

WITNESSES :

1. Anil Bhattacharya
Sodepur Panchabati
Netaguri Kol - 700113

Jannagly

FOUNDER/SETTLOR

2. Maisha Ghosh
Rajibpur, Alhaknagar
Pin - 743702

Jannagly

Papri Dha.

TRUSTEES

Drafted By as per the direction
Of the parties-

Priyabrata Thakur

Priyabrata Thakur, Advocate
High Court, Calcutta
Enl. No. F-461/562/2001.

Typed by:-

P. Pal

P. Pal.
Ariadaha,
Kolkata-700057

SPECIMEN FORM FOR TEN FINGER PRINT



Name _____
Signature Jamir Jey

Left
Hand

Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger	Thumb
Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger	Little Finger

Right
Hand



Name _____
Signature Patri Ahar

Left
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Right
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Name _____
Signature _____

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Name _____
Signature _____

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Little Finger	Ring Finger	Middle Finger Left Hand	Fore Finger	Thumb
Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger	Little Finger

Right
Hand

Major Information of the Deed

Deed No :	IV-1903-00878/2019	Date of Registration	06/02/2019
Deed No / Year	1903-1000007273/2019	Office where deed is registered	
Deed Date	09/01/2019 11:46:11 AM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Priyabrata Thakur High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL. PIN - 700001. Mobile No. : 9163162000, Status : Advocate		
Transaction	Additional Transaction		
[4302] Other than Immovable Property, Deed of Trust	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4324] Other than Immovable Property, Settlement other than religious or charitable purpose [Amount for Family Members : 11,000/-]		
Set Forth value	Market Value		
Rs. 11,000/-			
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 600/- (Article:84A)	Rs. 131/- (Article:E, E, A(1))		
Remarks			

Settlor/Declarant of Trust Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Shri Tanmoy Dhar (Presentant) Son of Shri Ram Krishna Dhar Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			
	11/460, K C Lane Ghulia Bazar, P.O:- Hooghly, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712103 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AELPD0114P, Status :Individual, Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			

Deed Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri Tanmoy Dhar Son of Shri Ram Krishna Dhar Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			
	06/02/2019	LT	06/02/2019

Son of Shri Ram Krishna Dhar Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: AELPD0114P, Status :Individual, Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office

2

Name	Photo	Finger Print	Signature
Smt Papri Dhar Wife of Shri Tanmoy Dhar Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			
	06/02/2019	LT	06/02/2019

Wife of Shri Tanmoy Dhar Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AXNPD5630P, Status :Individual, Executed by: Self, Date of Execution: 06/02/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debasish Mallick Son of Mr Paresht Nath Mallick F B-108, Narayantala, P.O.- D B Nagar, P.S.- Bagulati, Kolkata, District-North 24- Parganas, West Bengal, India. PIN - 700059			
			06/02/2019

Identifier Of Shri Tanmoy Dhar, Shri Tanmoy Dhar, Smt Papri Dhar

Endorsement For Deed Number : IV - 190300878 / 2019

Major Information of the Deed :- IV-1903-00878/2019-06/02/2019

06-02-2019

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 :
A of Indian Stamp Act 1899.

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

Presented for registration at 16:16 hrs on 06-02-2019, at the Office of the A.R.A. - III KOLKATA by Shri Tanmoy Dhar
Executant.

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

Execution is admitted on 06/02/2019 by 1. Shri Tanmoy Dhar, Son of Shri Ram Krishna Dhar, 11/460, K C Lane Ghulia Bazar, P.O: Hooghly, Thana: Chinsurah, Hooghly, WEST BENGAL, India, PIN - 712103, by caste Hindu, by Profession Others, 2. Shri Tanmoy Dhar, Son of Shri Ram Krishna Dhar, 11/460, K C Lane Ghulia Bazar, P.O: Hooghly, Thana: Chinsurah, Hooghly, WEST BENGAL, India, PIN - 712103, by caste Hindu, by Profession Others, 3. Smt Papri Dhar, Wife of Shri Tanmoy Dhar, 11/460, K C Lane Ghulia Bazar, P.O: Hooghly, Thana: Chinsurah, Hooghly, WEST BENGAL, India, PIN - 712103, by caste Hindu, by Profession House wife

Identified by Mr Debasish Mallick, Son of Mr Paresh Nath Mallick, F B-106, Narayantala, P.O: D B Nagar, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 131/- (A(1) = Rs 110/-, E = Rs 21/-) and
Registration Fees paid by Cash Rs 131/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 595/- and Stamp Duty paid by Stamp Rs 600/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 94619, Amount: Rs.600/-, Date of Purchase: 06/02/2019, Vendor name: Abhijit Sarkar



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2019, Page from 36307 to 36350
being No 190300878 for the year 2019.



Digitally signed by PROBIRKUMAR
GOLDER
Date: 2019.02.20 14:06:40 +05.30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2/20/2019 2:06:19 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)