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पश्चिमबंगल पश्चिम बंगाल WEST BENGAL

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Stamp for the Document is affixed in
 accordance with the provisions of the
 Stamp Act, 1899 and the Stamp
 and Registration Act, 1908 and
 the part of this Document

14/9/12

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[Signature]
 Notary Public
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[Signature]
 Additional Registrar of Insurance - II
 Kolkata

14 SEP 2012

[Signature]



u/c-1951-

DEED OF TRUST

BIRENDRANATH EDUCATIONAL TRUST

This Deed of trust made on this the Friday Day of 14th September 2012

BETWEEN

- (1) **MRIGANKA MOULI MAITY**, S/o -Hrishikesh Maity, Aged - 46 Yrs. by Profession - Teacher by faith Hindu, residing at Jalahanchanbar, P.O. & P.S. - - Contai, Dist - Purba Medinipur, Pin- 721401 hereinafter referred to as the **SETTLER** (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators and legal representatives) of the **FIRST PART.**

AND

- (1) **ANIMESH JANA**, S/o Ranajit Jana, Aged 39 years by Profession Teacher, by faith Hindu, residing at Vill - kousidama, P.O. - karamcharinimbbar, P.S. - Marichda, Dist - Purba Medinipur, Pin - 721449.
- (2) **ANIS SAMANTA**, S/o - Anukul Samanta, Aged - 39 Yrs. by Profession Teacher by faith Hindu, residing at vill - Baramchak, P.O. - Jafaldia, P.S. - Bekda Dist - Paschim Medinipur, Pin - 721443.



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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- (3) **MEGANKA MOULI MAITY**, S/o -Hrishikesh Maity, Aged - 46 Yrs, by Profession - Teacher - by faith Hindu, residing at Jaleskhanbar, P.O. & P.S. - - Cantal, Dist - Purba Medinipur, Pin- 721401

hereinafter referred to as the **TRUSTEES** (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include their successors - in office as trustees) of the **SECOND PART**.

WHEREAS both herein are involved in social work and other welfare activities including work in the field of education in a manner which is beneficial to the society and with the common intention of causing benefit to the society at large they are creating this public charitable trust.

AND WHEREAS as the initial fund of this public charitable trust of the settler have contributed a sum of Rs. 12,000/- so that the present asset and/or property of the trust is the cash sum of Rs. 12,000/- and accordingly this deed is being valued at Rs. 12,000/-

NOW THIS DEED OF TRUST WITNESSETH that for the benefit of the public in general and by way of creating a public charitable trust the settler have paid unto the trustees the said cash sum of Rs. 12,000/- (Rupees Twelve Thousand) only for the trustees **TO HAVE AND TO HOLD** the same upon trust for the purposes as mentioned below And the settler doth hereby covenant with the Trustees that the settler suffer from any impediment or bar for creating this trust and from the date of creation of this trust being the date of this instrument the settler shall not have any claim or demand as

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

बन्धुसदल पश्चिम बंगाल WEST BENGAL

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settler over the initial Trust Fund of Rs. 12,000/- which shall be held and enjoyed in Trust by the Trustees jointly as trustees and shall be utilized by the trustees in accordance with the terms, conditions and covenants herein after appearing;

And the settler doth hereby ordain that the purpose of the trust shall be as follows:-

- (a) The principal purpose of the trust shall be to utilize the trust fund and asset at present or that may accrue in future purely for the public benefit in a manner that shall be thought fit by the trustees;
- (b) To acquire any property or cash sum whether movable or immovable either by purchase or by gift or by donation or by any other means from any other means from any person, body, society or institution and all sums or properties, whether movable or immovable that shall be received by the trust shall be utilized by the trustees solely for the benefit of the public and for the purposes of the trust only and for no other purpose;

- (c) To set up or to continue to run or administer at the absolute discretion of the trustees any School, College, University or any other educational institution, such as D. Ed (P.T.T.A.) B.Ed. colleges, institutions for imparting technical or medical education and to set up any other institution for imparting education to any member of the public in general;
- (d) To apply for and obtain and/or to renew all necessary sanction, permission, affiliation, enrolment, recognition and/or otherwise from relevant authority including government for setting up and running of educational institutions and colleges for medical and technical education and to carry on any other academic activity as stated above including setting up of coaching centers and likewise;
- (e) To be involved in and/or carry out any other activity thought fit at the absolute discretion of the trustees, which shall always be for the benefit of the public in general and/or for betterment of the society, especially betterment of education, health or hygiene of the public in general and for imparting proper education to the public and also for individual members of the public to acquire necessary academic qualification, and it is made clear that in all this behalf that trust may open any new institution or take up and continue the management or administration of any existing institution of the type mentioned above;
- (f) To give donation and/or financial aid or help from the trust fund to any other institution, person or body involved in public charitable and beneficial work and/or other social organization and to ensure that all such donation and/or payment and/or benefit made by the trust as stated herein shall be utilized solely for the purpose of public benefit and public charity, and also utilize the trust funds for investment of any nature, so that the income from investment can be utilized for the purpose of the trust;
- (g) To sell, transfer, lease out, let out or otherwise exploit any portion of the trust properties as shall be required and receive the price, rent, exploitation value and profit there from, which shall be always utilized for the purpose of the trust that is for the purpose of public charitable acts and public benefit and the trustees shall have absolute discretion of selling or alienating, mortgaging and/or hypothecating any of the trust property, whether movable or immovable for which it will not be required for the trustees to take permission from anybody. Provided that the entire proceeds and all other sums obtained from such transactions or that shall come into the hands of the trustees in such transactions shall be utilized solely for the purpose of public charity and public benefit, and for the purposes of the trust;
- (h) To purchase or acquire interest by any other mode in any property, whether movable or immovable from out of the trust fund, at the absolute discretion of the trustees. Provided always that the property purchased shall be utilized only for the purpose of the trust, that is for the public charity and public benefit;

- (i) To borrow any sum or take any loan either from the bank or financial institution or from any private person, body or concern for the trust at any rate of interest, at the absolute discretion of the trustees, provided always that all such sums shall be utilized by the trustees for augmenting the purpose of the trust and for public benefit.
- (ii) Apart from education the trust may undertake organic farming, toxin-free agriculture, setting up old age homes, orphanages, rehabilitation centers and any kind of work beneficial to the society.

The settlor doth further ordain that the trustees shall act and perform their duties as trustees in the following manner:-

- (i) The trust shall be known and recognized by the name **"BIRENDRANATH EDUCATIONAL TRUST"** Address: Vill - Chandberia, P.O. - Contal, P.S. - Marichda, Dist - Purba Medinipur is on tenant basis. Provided that the trustees may, by mutual consent, shift the principle office of the trust to any other place or open any branch office of the trust at any other place;
- (ii) It is recorded that all the initial trustees and all subsequent trustees shall have equal right, power and authority, and they shall conduct the affairs of the trust jointly, and all the initial trustees and all subsequent trustees shall work uniformly and in consultation with one another, and no trustee shall secret his dealings with the affairs of the trust and/or trust fund from the other trustees, PROVIDED that by mutual consent the trustees may distribute the responsibility of looking after and/or managing the different aspects of the trust only amongst themselves;
- (iii) The Trustees shall nominate vide resolution one amongst the trustees to be the Managing Trustee who will look after the day to day administrative works of the trust and perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Trustees. He /She will hold office for such period, as may be decided by the Trustees.
- (iv) a) The Trustees will open a Bank Account or Bank Accounts in any of the banks in the name of **BIRENDRANATH EDUCATIONAL TRUST**. Such Account shall be jointly operated initially by the Trustees.
- b) The Trust may open Bank Account or Bank Accounts in the name of institutions or Organisation founded or operated by the Trust. Such Bank Accounts shall be operated by such persons as authorized by the board of trustees from time to time.
- (v) The trustees shall convene a meeting of the trustees at suitable intervals by mutual consent, and the affairs of the trust shall be discussed reviewed and recorded in a minute book kept for the purpose, and all the trustees shall be equally responsible for maintaining such minute book and for calling of meeting by the trustees.
- (vi) In case of necessity, the trustees shall have full power and authority to jointly employ any person or persons for the

purpose of the trust, such as, accountant, cashier, teacher, professor, instructor or any other staff, sub staff and such other persons, and the service contract and/or salary and/or remuneration of such persons employed by the trust shall be decided by the trustees jointly at their absolute direction;

- (vii) The trustees, may, apart from giving employment to persons, as stated in the preceding clause, be also entitled to engage any consultant and/or person for the benefit of the trust, transiently at any remuneration or honorarium, on terms and conditions to be decided by the trustees jointly.
- (viii) The trustees for and on behalf of the trust shall also be entitled to obtain fees, Charges, reimbursement of expenses from the students, patients, and/or other persons receiving benefits from the trust PROVIDED that the same shall be kept at the lowest possible rate if it is not possible to do the same free of cost and that the receipts from the same, as well as the interest or income from investments and exploitation receipts from immovable properties shall form the income of the trust and the fixed assets both movable and immovable shall form the corpus of the trust funds.
- (ix) The trust shall maintain proper books of accounts in respect of the income and expenditure of the trust, and it is made specifically clear if the income of the trust exceeds the expenditure, then the excess of such income shall be ploughed back into the trust fund and shall be utilized for the purpose of the trust and for the benefit of the public in general, and none of the trustees shall be entitled to any benefit or remuneration or otherwise from the trust fund or income of the trust PROVIDED always that the trustees shall be entitled to be reimbursed in respect of the expenses incurred by them purely and solely for the purpose of their duties as trustees, such as, traveling expenses, expenses for holding meetings expenses for stationary and otherwise, and such reimbursements shall be based on actual, and shall come out of the trust funds;
- (x) Apart from the expenses that shall be incurred by the trustees in their individual capacity solely for the purposes of the trust, as stated in the immediately preceding clause, the trust shall also be entitled to incur expenses by way of salary and/or remuneration or honorarium, printing, stationary, publicity and such other expenses that shall be made for the purposes of the trust and/or for augmenting the purposes of the trust, but such expenses shall always be based on actual, and shall come out of the trust funds;
- (xi) All the trustees shall be equally liable and responsible for maintaining accounts and/or for keeping a check on the expenses, and no trustee shall secret any expenses of the trust from the other trustees, and the books of accounts, bank documents, cheque book, and all documents and papers including title deeds of immovable property to be acquired by the trust and papers and documents of investment shall be kept at the office of the trust and shall not be removed by any trustee or any other person and all trustees shall have a right of inspection of such books, papers and accounts.

- (xii) In the event expenses of the trust are more than the income of the trust, the trustees shall be at liberty to make good the shortfall from the fixed trust assets and funds;
- (xiii) In general the trustees shall conduct the affairs of the trust jointly and in consultation with one another which shall be for the benefit of the trust and for fulfilling the purposes of the trust, and in this behalf, the trustees shall be entitled to do all and every act that may be necessary.

It is further declared and ordained by the settler as follows:-

- (a) The trust shall be a trust in perpetuity, provided always that if the purposes of the trust cannot be fulfilled or any embargo is imposed by any law or statute, or if the expenses of the trust continue to be in excess of its income for a period of not less than three years then the trustees for the time being, shall be entitled to terminate the trust, and in the event of such termination, the available trust fund and property shall be given to charity or shall be given to anyone or more institutions which is involved in public and/or social work for the benefit of the public in general;
- (b) It is specifically recorded that the present 2 trustees shall hold their office of trustees during the terms of their natural life, and in the event any of the present trustee or any subsequent trustee dies or becomes incapable to act as trustee for any reason or expresses his intention not to act as a trustee, then in that event such trustee shall be entitled to nominate any person to be a trustee in his place and stead and such nominee shall become the trustee and if no nomination is made, then anyone member from the family of such trustee shall become the trustee in his place stead;
- (c) The number of trustees shall never be below 2 and shall not be more than 5 ;
- (d) It shall be open for the trustees, for the time being, in case of necessity, to co-opt any other competent person to be a trustee along with existing trustees by mutual consent and such co-opted trustee shall be bound by the same terms and conditions as the appointed trustees;
- (e) The trustees, for the time being, may, in case of urgent necessity, and by consent of all trustees, for the time being change and/or modify and/or add any term or condition or delete any existing term and condition as contained in this instrument PROVIDED always that such changes shall be in consonance with the principle object of the trust, being public charitable trust and for the benefit of the public in general.
- (f) It is made specifically clear that no trust property or trust fund or trust income shall at all be used or utilized for personal or individual benefit;
- (g) The beneficiaries of the trust shall be the public in general without any discrimination as to caste, creed or religion;

- (a) The provisions of the charitable and Religious Trusts Act, 1920 shall be applicable to the public Charitable trust hereby created.

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

SIGNED, SEALED AND DELIVERED

BY THE SETTLER AT CALCUTTA

1. *Triguna Mahapatra*

IN THE PRESENCE OF:

1. *Sambhu Ch. Misra*
6A S.N. Banerjee Road
Kol-87
2. *Mano Raygopal Mandal*
2, Deulachia, Howrah.

SETTLER

SIGNED, SEALED AND DELIVERED

BY THE SETTLER

1. *Prinmook Jana*

BY THE TRUSTEES AT CALCUTTA

2. *Ashtis Samanta*

IN THE PRESENCE OF :

1. *Sambhu Ch. Misra*
6A S.N. Banerjee Road
Kol-87
2. *Mano Raygopal Mandal*
2, Deulachia, Howrah.

3. *Triguna Mahapatra*

Dealt by me: *Jagan Kumar Mondal*
Advocate

TRUSTEES

Enrollment No - F-753/1254/1996.
Sealdah Court.

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 18090 / 2012, Deed No. (Book - IV , 00094/2012)

I. Signature of the Presentant:

Name of the Presentant	Photo	Finger Print	Signature with date
Priganka Moul Maly Jalakhambur, P. O. & P. S. - Contal, P.O. :- District- Purba Medinipur, WEST BENGAL, India, Pin -751401			

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Priganka Moul Maly Address - Jalakhambur, P. O. & P. S. - Contal, P.O. :- District- Purba Medinipur, WEST BENGAL, India, Pin - 751401	Self			
2	Animesh Jana Address - Vill. - Karaitama , P. O. - Karaitamamukher, Thana - Marunda, P.O. :- District - Purba Medinipur, WEST BENGAL, India, Pin - 721449	Self			
3	Ashis Samanta Address - Vill. - Baruchak , P. O. - Jafaha, Thana - Belda, P.O. :- District - Paschim Medinipur, WEST BENGAL, India, Pin :- 721443	Self			
4	Priganka Moul Maly Address - Jalakhambur , P. O. & P. S. - Contal, P.O. :- District - Purba Medinipur, WEST BENGAL, India, Pin - 751401	Self			

Name of Identifier of above Person(s)
 Sambhu Ch. Misra
 S. A. S. N. Basujoy Road, Kolkata, P.O. :- District :-
 WEST BENGAL, India, Pin :- 700082

Signature of Identifier with Date

14.9.12

(Sanjay Maly)
ADDITIONAL DEPUTY COMMISSIONER OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 05994 of 2012
(Serial No. 10090 of 2012)

On

Payment of Fees:

On 14/09/2012

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 - 58A, 64A of Indian Stamp Act 1899

Payment of Fees:

Amount By Cash

Rs. 128.00/-, on 14/09/2012

(Under Article - A(1) = 125/- ,E = 7/- on 14/09/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-12,000/-

Certified that the required stamp duty of this document is Rs.- 625/- and the Stamp duty paid is: Impressive Rs.- 650/-

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

Presented for registration at 11.36 hrs. on- 14/09/2012, at the Office of the A.R.A. - III KOLKATA by Mitganka Mouli Maity, Executive.

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

Execution is admitted on 14/09/2012 by

1. Mitganka Mouli Maity, son of Hrishikesh Maity , Jalajkhanbar , P. O. & P. S. - Contai, P.O. - District-Purba Medinipur, WEST BENGAL, India, Pin -741401, By Caste Hindu, By Profession : Service
2. Animesh Jana, son of Ranajit Jana , Vill. - Karaidanur , P. O.- Karaidanurakbar, Thana-Marishala, P.O. - District-Purba Medinipur, WEST BENGAL, India, Pin -721449, By Caste Hindu, By Profession : Service
3. Ashis Samanta, son of Anukul Samanta , Vill - Barnichak , P. O.- Jahada, Thana-Belda, P.O. - District-Poachim Medinipur, WEST BENGAL, India, Pin -721443, By Caste Hindu, By Profession : Service
4. Mitganka Mouli Maity, son of Hrishikesh Maity , Jalajkhanbar , P. O.& P. S. - Contai, P.O. - District-Purba Medinipur, WEST BENGAL, India, Pin -721401, By Caste Hindu, By Profession : Service

Identified By Sambhu Ch. Mera, son of Adyanath Mera, S.A, S. N. Banerjee Road, Kolkata, P.O. - District - WEST BENGAL, India, Pin -700067, By Caste Hindu, By Profession: Others,

Sambhu Ch. Mera
 6/10/12

14 SEP 2012 (Sarwan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District - Kolkata

Endorsement For Deed Number : IV - 05594 of 2012
(Serial No. 18099 of 2012)

(Sanatan Maitty)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance-III
Kolkata

14 SEP 2012 (Sanatan Maitty)

ADDITIONAL REGISTRAR OF ASSURANCE-III

Endorsement Page 2 of 2

SPECIMEN FORM FOR TEN FINGERPRINTS



Pravin Kumar M

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



Anirudh Jena

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



Ashutosh Samanta

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



PHOTO

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