

N/C - 4-10/2003

# Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT 1952)



KNOW ALL MEN BY THESE PRESENTS I, SUKUMAR CHANDRA GHOSH Advocate & Notary Practising in the Alipore Police Court having my ordinary professional address at Village—Putkhall, P.O.—Daulahpur, P.S.—Muheshtala, District—South 24 Parganas within Sub-Division—Alipora Sadar, Dist.—South 24 Parganas of the State of West Bengal within Union of India do hereby declare that the papers writings & documents annexed hereto and Collectively marked with the letter 'A' hereinafter called the Paper Writings 'A' as presented before me by the Executant(s).

## DEED OF TRUST

Manoj Joshi son of Sidh Gopal Joshi, residing at 'Shree Apartments', Flat No. 34, 4G, Tiljala Road, Kolkata - 700 046 ..... SETTLOR.

## A N D

(1) Subrata Dutta son of Biswanath Dutta, (2) Mrs. Srimanjani Joshi wife of Mr. Manoj Joshi, (3) Anirban Dutta son of Late Pradyut Dutta, (4) Arun Kumar Baheti son of Kishan Lal Baheti, (5) Mrs. Shashi Baheti wife of Arun Kumar Baheti and (6) Gaurav Baheti son of Arun Kumar Baheti, all of Komarkandani, (7) the Seventh day of January, 2003. TRUSTEES.

The executant/executant(s) having admitted the 'Paper Writings' 'A' in respective hand(s) in the Presence of the witness(es) who as such Subscribe(s) signature(s) thereon and being satisfied as to the identity of the executant(s) and the said execution of the 'Paper Writings A'.

I verify, authenticate and attest the execution of the "Paper writings A" in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of a Notary I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail of as needs or occasions shall or may arise for the same.



IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this 7th day of January, 2003.

Sukumar Chandra Ghosh  
Sukumar Chandra Ghosh

Notary

Govt. of India, Regn. No.—925/97

Phone : 4704-533

NOTARY

Govt. of India

Reg. No.—925/97

JAN 2003

DEED OF TRUST

OF

GEORGE COLLEGE OF MANAGEMENT & SCIENCE

FOUNDED BY

MANOJ JOSHI



R. Glnodia & Co.,  
Solicitors & Advocates,  
7C, Kisan Shankar Roy Road,  
Calcutta 700 001

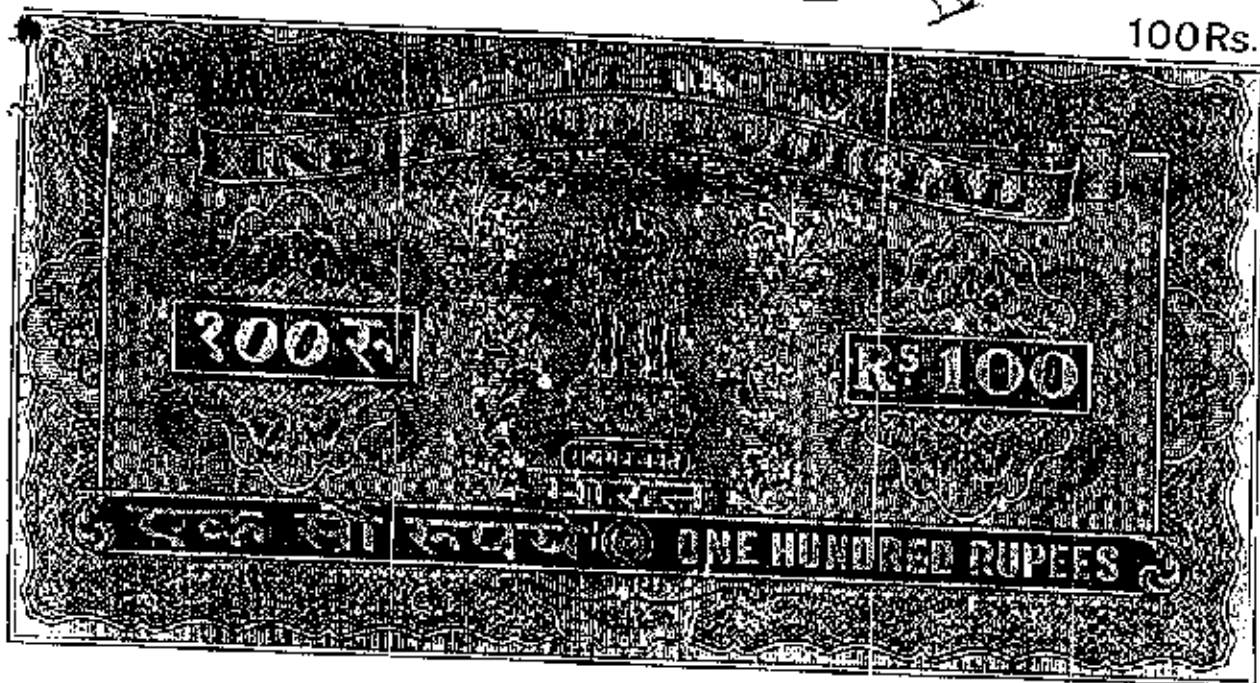
1 JAN 2003

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100Rs.



Admissible under Rule 21, duty stampes  
 under the Indian Stamp Act, 1899.  
 Stamp duty on this instrument is Rs. 100/-  
 Consolida 13, No. 529/14  
 Paid as above

19.2.03  
 Sd/- Registrar of Assurances  
 Calcutta



**THIS DEED OF TRUST** made this 7<sup>th</sup> day of January, two thousand <sup>and</sup> two  
**BETWEEN MANOJ JOSHI**, son of Sidh Gopal Joshi residing at 'Shree Apartments',  
 Flat no. 34, 4G, Tiljala Road, Kolkata - 700 046, hereinafter referred to as "the  
**SETTLOR**" (which expression shall unless excluded by or repugnant to the subject or  
 context be deemed to mean and include his heirs executors administrators and legal

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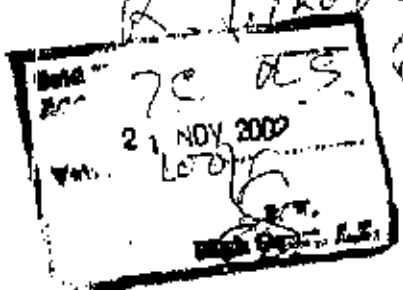
Sirajai

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JAN 2003

32883

Subash Chandra Bose  
By Anu Chandra



Presented for Registration at  
on the Calcutta Registration Office  
on the 19th day of Feb 1920

SHRIT SADRAN  
IN THE COURT OF THE  
High Court of Judicature  
at Calcutta

Amajor  
19.2.03

Manoj Soshi  
one of the defendant

Manoj Soshi of 505th  
Gopal Soshi of Shree  
Apartment Flat No 34  
4th Tiljala Road Kat-46

Sulabata Dutta of  
Prasanna Dutta of Sante  
Apartment Flat No 507 3rd  
Gyanaprasad Mukherjee Road  
Kolkata-25  
Srikrishna Soshi of Manoj  
Soshi of Flat No-34 4th Tiljala  
Road Kat 46

Manoj Soshi  
(MANOJ SUSHI)

Surata Dutta  
(SURATA DUTTA)

Srinivasa  
(SRINIVASA)

Addl. Registrar of Assurances  
Calcutta



-2-

representatives) of the ONE PART AND (1) SUBRATA DUTTA, son of Biswanath Dutta residing at 'Shanti Apartment', Flat No 507, 31A, Shyama Prasad Mukherjee Road Kolkata 700 025 (2) MS. SRIRANJANI JOSHI, wife of Mr Manoj Joshi residing at 'Shree Apartments', Flat No 34, 4G, Tiljala Road Kolkata 700 046 (3) ANIRBAN DUTTA, son of Late Pradyut Dutta residing at 4B, Apurba Mitra Road, Kolkata 700 026 (4) ARUN KUMAR BAHETI, son of Kishan Lal Baheti residing at Konark Garden, 6, Burdwan Road, Kolkata - 700 027 (5) MRS. SHASHI BAHETI, wife of Arun Kumar Baheti, residing at Konark Garden, 6, Burdwan Road, Kolkata - 700 027 (6) GAURAV BAHETI, son of Arun Kumar Baheti, residing at Konark Garden, 6, Burdwan Road, Kolkata - 700 027 hereinafter collectively referred to as "the TRUSTEES" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Trustees for the time being under these presents and their successors or successor in office) of the OTHER PART -

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- 9 JAN 2003

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Page 10

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CHRYSLER  
Liquor & Wine  
High Quality



Heckelberg's

~~ANIRBAN DUTTA~~  
ANIRBAN DUTTA.

2. 6. 2015

Shashi Bhatti

✓ Shawar Baheti

Identified by me

Gavin Sanzoro Rivera

Sp. Karmala Karmala Ranc.

Kalkula - 1

Sept 17 1922

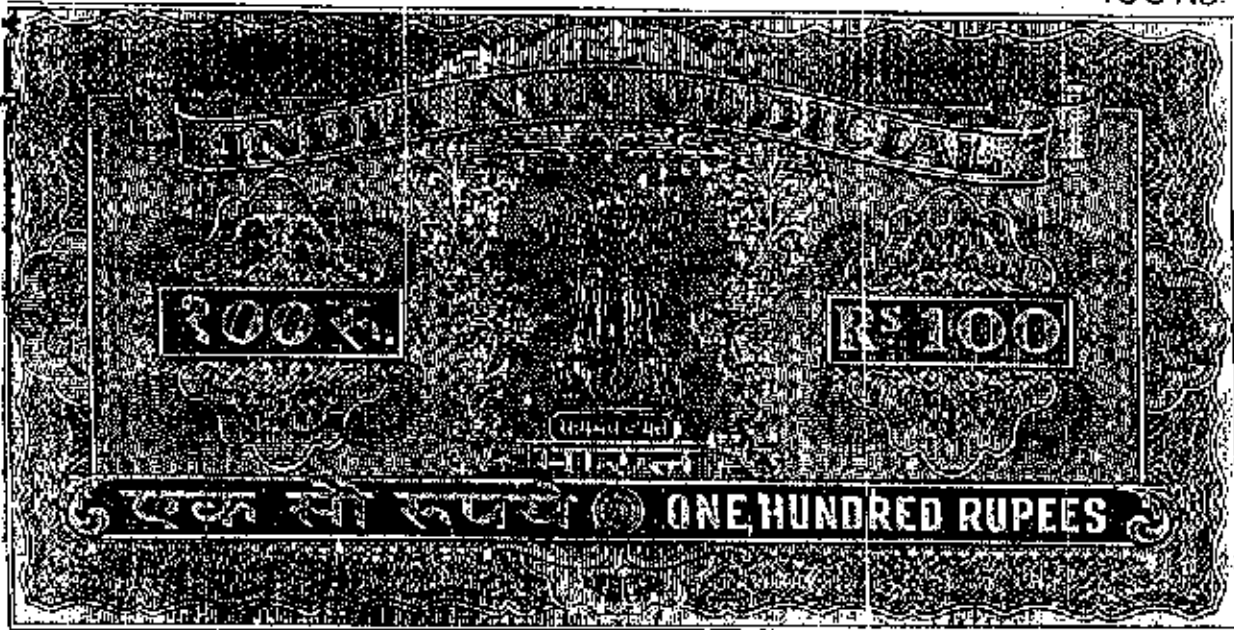
Arun Kumar Baheti  
 50 Kishan Lal Baheti  
 Konarak Garden - 6  
 Budhwan Road Cal - 27  
 Anislan Sutta 40 Cal  
 Pradyut Sutta 64 B Pancha  
 Mitra Road Cal - 26  
 Sharshi Baheti 50 Arun  
 Kumar Baheti Konarak  
 Garden - 6 Budhwan Road  
 Kolkata - 6  
 Jayram Baheti 50 Arun  
 Kumar Baheti Konarak  
 Garden 6

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80 Kankar Panta Bona  
 90 Kankar Panta Bona  
 100 Kankar Panta Bona  
 Road Kolkata - 1  
 Service

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Asst. Registrar of Assam - 2003  
Calcutta



-3-

**WHEREAS:**

A. The Sector is desirous of creating a Trust with an initial Trust Fund of Rs. 10,000/- (Rupees ten thousand only) with the object and for the purpose of providing in India medical and other assistance and relief to the poor, needy and weaker sections of the society and imparting education and promoting other projects of general public utility solely for philanthropic purposes, and not for purposes of profit, as mentioned hereinafter in this Deed of Trust.

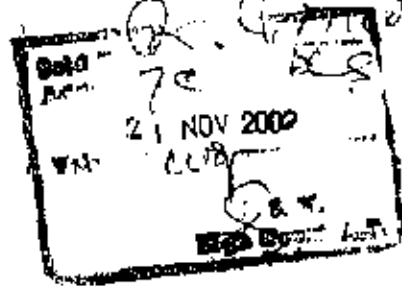
B. The amount now being settled in trust is Rs. 10,000/- (Rupees ten thousand only).

**NOW THIS DEED WITNESSES** as follows:

1. In these presents the following expressions have, where the context permits, the following meanings respectively :

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K. B.  
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7 JAN 1963  
7 JAN 1963

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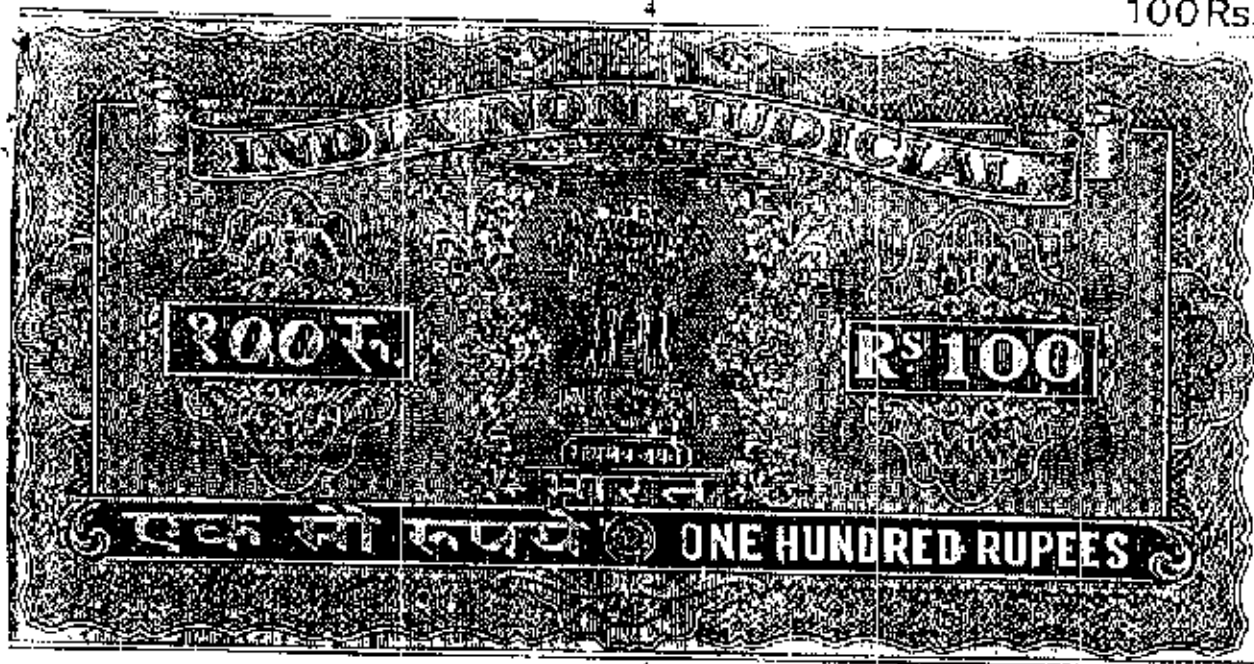
SHR. KIRKAT  
Liaison Officer  
Tangra, Calcutta 70



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Adl. Registrar of Assurances  
Calcutta 187003





-4-

- (a) "SETTLOR" means MANOJ JOSHI
- (b) "TRUST" means GEORGE COLLEGE OF MANAGEMENT & SCIENCE.
- (c) "ORIGINAL TRUSTEES" means the Trustees being parties to this Deed.
- (d) "NOMINATED TRUSTEES" means the Trustees who may be nominated by the Original Trustees in addition to the Original Trustees.
- (e) "TRUSTEES" means the Original Trustees and/or the Nominated Trustees for the time being.
- (f) "BOARD OF TRUSTEES" means the Board comprising of all the Trustees of the Trust for the time being.
- (g) "TRUST FUND" means the said sum of Rs. 10,000/- (Rupees ten thousand only) and all properties at any time added thereto by way of purchases, further contributions, gifts, donations, allotments acquisitions, accumulations of income and

Manoj Joshi

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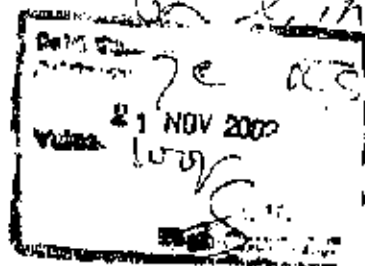
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7 JAN 1993

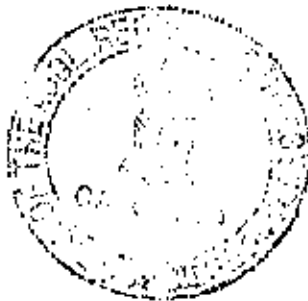
R. L. Inosie Co. Ltd



7e A.S. Reg. Am. C.

$$\ln(10^9) = 6.91$$

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10-10-2001 BY 60322 UCBAW



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Calcutta

capital accretions or otherwise and all properties movable or immovable from time to time belonging to or owned by the Trust.

- (h) "OBJECTS" means the objects of the Trust for the charitable purposes hereinafter mentioned.

1.1 Wherever the male gender or pronoun presently appears in this Deed, it shall be interpreted to mean both male and female persons.

2. The Settlor of the Trust as sole and absolute owner of the said sum of Rs. 10,000/- (Rupees ten thousand only) doth hereby transfer and grant unto the Trustees to have and to hold the same in trust for the objects and to purposes hereinafter mentioned and to use and utilise the income arising or accruing therefrom to fulfil the objects hereinafter mentioned and doth hereby release for all times to come all his rights, title and interest he had over the said amount which from the date of these presents vests in the Trustees hereinafter mentioned.

3. The objects for which the Trust is hereby created are public charitable purposes such as the assistance to and relief of poor, medical relief, advancement of education establishment and maintenance of public utilities, upliftment of arts, culture, moral values and sports and/or other ancillary and/or connected activities in India PROVIDED HOWEVER no part of the Trust Fund or income thereof shall be applied to any purpose which is not a public charitable purpose or to any purposes whatsoever outside India. For carrying out such objects and purposes (without restricting the generality of the foregoing objects) the Trustees shall be entitled to do all or any of the following acts deeds or things:

to undertake activities for the promotion, expansion and advancement of education and learning in all its branches including medical, arts, literature, culture, science, commerce by establishing setting up, founding, opening, promoting, supporting, financing, subsidizing, assisting, running, maintaining and/or contributing to suitable pathshalas, schools, colleges or other institutions for such purposes;

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*[Signature]*

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<sup>18</sup>  
Addl. Registrar of Assurances <sup>2</sup>  
Calcutta

- 3.2 To make arrangements for lectures, seminars, discourses and meetings for the advancement of learning, education, research (including medical research and treatment) spirituality and moral values, upliftment of mankind, kindling feelings of passions, compassions, tolerance and adjustabiling for humanity and universal brotherhood and for such purposes to invite scholars, speakers, guests and other enlightened persons from different parts and to incur and pay for their travel, boarding, lodging, conveyance etc.;
- 3.3 To establish, set up, found and maintain libraries and reading rooms for books, booklets, journals, literature, articles, pamphlets and books on education and learning in all its branches including medical science;
- 3.4 To write, translate or publish or assist or aid or cause to be written, translated or published useful books, booklets, journals, literature, articles and/or pamphlets and/or prepare or distribute or cause to be prepared or distributed tapes, cassettes, discs etc. on subjects relating to ethics, morals, culture, health, hygiene, sanitation, avoidance of diseases and/or accidents and any other branch or branches of medical care and/or subjects relating to public welfare and/or interest;
- 3.5 To start, establish, promote, maintain, run, manage, supervise, affiliate, control, guide and grant aid to pathshalas, schools, colleges, universities, hostels, laboratories, libraries, reading rooms, auditoria, lecture halls, exhibitions, art galleries, public museums and such educational institutions for the promotion of education, arts, literature, science, commerce and culture;
- 3.6 To establish, maintain and grant aid to institutions for the relief of the poor and advancement of education for the aforesaid purposes and to grant periodical and other necessary help to deserving persons / institutions;
- 3.7 To engage teachers, professors, teaching and other staff and/or instructors for the purpose of imparting education and knowledge to students in schools, colleges and other educational and vocational institutions and centres and pay their salaries, remuneration and/or honorariums;

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H. K. B.

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29 JAN 1968



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Addl. Registrar of Assurances, 3  
Calcutta

- 3.8 To pay stipends, scholarships, sponsorship and other grants and aids for studies, training or research etc. as also for boarding and/or lodging of students and scholars and to assist and give awards and/or rewards to writers, readers, students, scholars, instructors etc. in deserving cases;
- 3.9 To establish, set up, found, open, support, finance, assist and contribute to the maintenance of hospital/hospitals, medical clinics, dispensaries and/or centres of medical education, and/or medical research and to equip the same with necessary medical, surgical and/or radiological equipment, medicines and other related paraphernalia and adjuncts so that the same may function as a hospital/hospitals, medical clinics, dispensaries and/or centres of medical education and/or medical research and offer diagnostic, curative, prophylactic as well as surgical treatment to the blind, decrepit, diseased, disabled or handicapped, poor and/or weaker sections of the community in particular and members of the public in general, and to provide for maintenance of hospital/hospitals, medical clinics, dispensaries and/or centres for medical education and/or medical research, replacement of medicines, worn out or obsolete equipment, medical equipment, allied paraphernalia and adjuncts and to run the same under the name and style of "George College of Management and Science" or any other name or style as the Trustees may decide in exercise of their powers mentioned in Article 5 hereinafter at any place within the territory of the Union of India;
- 3.10 To help and provide for medical treatment both preventive and curative to the poor and other needy patients and to establish, hold and run medical camps for check up of the health, eye screenings/testing, eye operations, vaccinations, blood examinations, imparting of medical knowledge for preventing epidemics and contagious diseases and other public health hazards;
- 3.11 To establish, maintain control, manage and grant aid or other financial assistance to hospitals, nursing homes, maternity homes, medical clinics, ausadhalayas, charitable dispensaries, sanatoria and other establishments for giving medical relief to the poor, sick, infirm, handicapped, disabled, decrepit and/or blind and/or needy persons in particular and the members of the public at large;

May '85

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Addl. Registrar of Assurances  
Calcutta



- 3.12 To render assistance and promote public health, sanitation including family planning and to undertake activities for that purpose either alone or in cooperation with cognate or similar agencies, institutions, persons, bodies, establishments, organisations or associations;
- 3.13 To do or arrange for procurement, mixing, preparation, fabrication, manufacture, distribution, exchange or sale of herbs of medicinal value, drugs, allopathic, homeopathic and/or ayurvedic medicines, medical appliances or equipment and other allied essential commodities as an aid to providing relief;
- 3.14 To assist the growth and expansion of medical education and research within the territory of the Union of India in the manner the Trustees may think fit and proper;
- 3.15 To organise, establish, set up, found, support, assist, arrange, promote, maintain and run training centres and research facilities connected with any branch of medicine and/or to aid, help, subsidize or collaborate with anybody or institutions engaged in activities similar to those covered by the objects of this Trust;
- 3.16 To acquire either by purchase or gift or donation a suitable plot or plots of land with or without constructions thereon and/or to erect buildings and other structures thereon and to use the same for the purposes of the Trust;
- 3.17 To acquire by purchase, donation or otherwise vans and/or other vehicles, to convert the same into ambulances and/or Mobile Hospitals and to equip the same with necessary medical, surgical, radiological equipment, medicines, informative literature and other allied paraphernalia so that the same may function for offering and providing awareness advice and medical relief to the poor, sick and needy patients in particular and the public in general and to maintain and keep the same in good repair and fully functional and to incur and pay the necessary costs and expenses therefor;
- 3.18 To establish, arrange for, hold, set up, promote, maintain, subsidize, aid and/or assist the establishment of eye banks, blood banks, x-ray clinics, scanning and/or imaging clinics, pathological and clinical testing laboratories;

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H. S. B.  
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Calcutta

- 3.19 To undertake activities for medical and other relief of the poor and the needy;
- 3.20 To engage Medical experts and officers, teachers, professors, instructors for the purpose of imparting modern and advanced medical treatment to patients and instructions to pupils and students of medical science and/or branches of medicine, medical research work and other useful pursuits relating thereto;
- 3.21 To grant and pay for awards, stipends and scholarships in respect of or relating to or concerning medical and other education and/or research to deserving and needy persons/institutions;
- 3.22 To hold assist sponsor and promote camps for blood donation, eye screening, eye operations, vaccinations, immunizations, health check ups etc.;
- 3.23 To make gifts or to give such donations or financial assistance for or in relation to or concerning medical treatment, education and/or research;
- 3.24 To meet the costs and expenses of constructions, additions, alterations, improvements and/or repairs of building/buildings and other constructions meant for medical and/or educational purposes and/or other purposes of the Trust and maintenance and running of schools, colleges, institutions and libraries and/or centres for education and/or research (including those related to medicine or medical treatment) hospitals, medical clinics, dispensaries, in the territory of the Union of India at such place or places as the Trustees may think fit and expedient;
- 3.25 To grant ad hoc and/or permanent relief on the occasions of epidemics, earthquakes, famines, floods, fires and other calamities of such nature and to give donations, subscriptions or contributions to institutions, establishments or persons for relief work on such occasions;
- 3.26 To establish, maintain, control, manage and give financial assistance to homes for aged, women and/or children, orphanages or other establishments for relief and /or to give help to poor and destitute people, orphans, widows and old and retired

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- 7 JAN 2003



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Addl. Registrar of Assurances  
Calcutta

persons and/or to provide for marriage and setting up homes for poor and destitute girls and to otherwise provide for them;

- 3.27 To distribute blankets, rugs, quilts, clothing, raw or cooked foods, medicines etc. to the poor and/or needy people;
- 3.28 To build, renovate, repair, maintain, manage, run and to assist and provide aids to run Dharmasalas, shelters, rest rooms, chhattars, pyaas (drinking water huts), public conveniences etc. and necessary facilities for the same;
- 3.29 To establish or contribute to the maintenance of gymnasiums, Akharas, sporting clubs, physical culture homes;
- 3.30 To engage in any activities including holding and/or assisting debates, symposiums, seminars, conferences, congregations, discourses, exhibitions, Melas, camps etc., for and/or relating to civic, cultural, social and moral upliftment and/or welfare of the people at large;
- 3.31 To foster the spirit and spread ideals of understanding, unity and brotherhood among the people at large of different castes, creeds, religions and sex and to promote national integration amongst them;
- 3.32 To aid, help, subsidize or collaborate with any institutions or bodies engaged in activities similar to or covered by the objects of this Trust;
- 3.33 To raise funds as and when deemed necessary by the Trustees for the objects enumerated herein in the manner thought fit by the Trustees and to utilise the same in fulfilment of the said objects;
- 3.34 To invest the moneys of the Trust in such immovable properties, securities and movable assets and in such manner as may be determined by the Trustees from time to time and to liquidate such investments in such manner and times as may be deemed expedient;



May 13  
K. S. B.  
25.5.1977

*Pranjan*

7 JAN 2003



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Addl. Registrar of Assurances  
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- 3.35 To sell, improve, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the properties of the Trust for any of the purposes thereof;
- 3.36 To engage and/or employ staff and other employees, servants and agents for the purposes of the Trust and its projects and to pay their salaries, wages and remuneration;
- 3.37 To incur, meet and pay such costs and expenses as may be deemed necessary or expedient by the Trustees for the purposes and administration of the Trust;
- 3.38 To take over, affiliate, amalgamate or merge with any other Trust, Society, Association, institution, body or group of persons established wholly for charitable purposes and/or having objects similar to those of this Trust;
- 3.39 To do and/or cause to be done all such acts, deeds and things as are incidental to or conducive to the attainment of, or which may be necessary for the fulfilment of, the objects of the Trust mentioned herein.

4. The Trustees hereby confirm to have received and accepted the said amount of Rs. 10,000/- (Rupees ten thousand only) settled on Trust as aforesaid, to own, hold and use the same for carrying out the objects of the Trust mentioned herein.

4.1 The Trustees herein have agreed to accept the office of and duties and obligations on their part as "Trustees" and the same is, also testified by their being parties to and executing this Deed.

5. The name of the Trust shall be "GEORGE COLLEGE OF MANAGEMENT & SCIENCE" and power to the Trustees to change the name of the Trust if all the Trustees unanimously so decide.

6. The Trust has come and shall be deemed to have come into existence with effect from the date of these presents.

May 18/2013  
 [Signatures]

[Signature]

18/05/2013



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Addl. Registrar of Assurances  
Calcutta



7 The main office of the Trust shall be situate at 136, B. B. Ganguly Street, Kolkata - 700 012. The Board of Trustees shall be at liberty to transfer such main office to such other place or places and to open additional office/offices at any place in India as may be determined by it from time to time.

8. The Accounting Year of the Trust shall be from 1st day of April every year to 31st day of March of the following year. Accordingly, the first accounts of the Trust shall close on 31st day of March, 2003. The word "year" wherever used hereinafter shall be deemed to refer to the accounting year aforesaid.

9. The initial corpus of the Trust shall be the said sum of Rs. 10,000/- (Rupees ten thousand only) made over to and accepted by the Original Trustees named herein at or before the execution of these presents.

10. The Settlor shall not at any time derive, obtain or accept any financial benefit from the income or funds of the Trust.

11. There shall be a Board of Trustees of the Trust consisting of not more than 14 (fourteen) and not less than 6 (six) Trustees who will direct and manage the Trust in the manner herein provided. No Trustee shall be entitled to receive or be paid any remuneration whatsoever for acting as a Trustee.

11.1 The Original Trustees shall elect one of themselves to be the Chairman of the Board of Trustees for such period as they may determine.

11.2 The 6 Trustees named above and being parties to this Deed shall be called "Original Trustees" and shall be Trustees for their respective life times.

11.3 In the event of death of an Original Trustee or his becoming physically or mentally unable or incapable of acting or refusing to act or resigning as a Trustee the vacancy so caused shall be filled up by a person nominated by such Original Trustee or in absence thereof selected by his/her heirs from amongst themselves or by his/her spouse and lineal descendants from amongst themselves, as the case may be, of the Original Trustee so vacating the office of a Trustee. Such a person filling

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up such a vacancy in the aforesaid situation shall be deemed to be an Original Trustee for his/her lifetime and shall have all the powers and functions of an Original Trustee. In the event of the Trustees being unable to fill up such a vacancy in the aforesaid manner, such a vacancy shall be filled up by any lineal descendant of the Settlor or the spouse of such lineal descendant as the then Trustees may select. Upon such appointment by selection by the Trustees, such appointee shall have all the powers and functions of an Original Trustee.

11.4 The Original Trustees may, if they so desire, nominate or appoint from time to time any person or persons as Trustee/Trustees, in addition to the Original Trustees, for such time or period as they may think fit. Such appointment shall be by three-fourths majority of all the Original Trustees acting together.

11.5 The Trustee, if any, appointed by the Original Trustees in addition to the Original Trustees shall be called "Nominated Trustee". A Nominated Trustee shall hold office for the period of his/her appointment provided that he/she may at any time be removed as a Trustee by three-fourths majority of all the Original Trustees acting together. A Nominated Trustee shall also cease to be a Trustee in the event of his death or becoming physically or mentally unable or incapable of acting or refusing to act or resigning as a Trustee.

11.6 Any Trustee including an Original Trustee by giving to the other Trustees one month's prior notice in writing may resign as a Trustee.

12. The Trust Fund including all moneys, securities, assets and properties movable or immovable at any time belonging to or owned by the Trust or which at any time may be acquired, collected or raised by the Trust shall vest in the Trustees.

13. The income from the corpus, investments, donations, gifts, fees, presents, grants or subscriptions received or collected or to be collected from time to time by the Trustees on behalf of the Trust shall be utilised and spent for any or some or all of the foregoing objects/purposes at the discretion of the Trustees.

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1983

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7.1.1983



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14. The Board of Trustees shall hold, possess and be in full charge of the Trust Fund which have been acquired or which may hereinafter be acquired by the Trust by any purchase, gift, donation, subscription, lease, tenancy or otherwise as mentioned herein.

15. The general management and control of the Trust for the purpose of managing the Trust affairs and properties and carrying of the objects of the Trust aforesaid shall vest in the Trustees and for such purpose, without prejudice to the generality of the objects and powers conferred on them herein, they shall have, inter alia, the following powers to be exercised by them jointly or severally as may be decided by the Board of Trustees from time to time, that is to say :

- (a) To enter into contracts for the purposes of the Trust and management of its properties and assets;
- (b) To appoint employ and/or suspend, remove or dismiss agents, staff, officers and servants on such terms and conditions as they think fit and proper and to fix, determine and change their remuneration, salary and the conditions of their employment or service;
- (c) To make rules and regulations from time to time for the management and conduct of the affairs of the Trust and its properties and assets in terms of the objects of the Trust;
- (d) To raise, receive and accept grants, subscriptions, gifts, presents and donations in cash, kind or otherwise both movable and/or immovable assets or properties from anybody on such terms and conditions as the Trustees may deem fit and proper in accordance with the objects of the Trust to be used and utilised for the objects mentioned hereinbefore. Such grants, subscriptions, gifts, presents and donations, unless spent, shall merge into the Trust Fund. Grants, subscriptions, gifts, presents and donations as aforesaid can be received towards the corpus of the Trust also and in such event the same shall merge in the corpus of the Trust Provided that the Trustees shall have the right to refuse, without assigning any reason, any grant, subscription, gift, present or donation made/given by any one.

May 53

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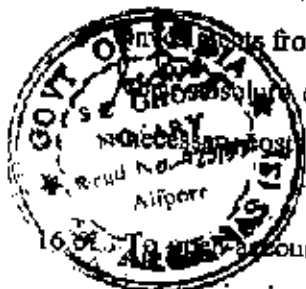
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- 16 The Trustees will also have the following powers :
- 16.1 To apply the whole or part of the income or accumulation thereof or whole or part of the corpus of the Trust Fund properties for one or more of the objects of the Trust as the Trustees may from time to time determine;
- 16.2 To sell, dispose of, charge, mortgage, hypothecate, pledge, alienate or otherwise deal with any immovable property comprising the Trust Fund subject to the prior written consent of three-fourths of the total number of the Trustees being obtained for the purpose;
- 16.3 To let out, lease or demise any immovable property comprised in the Trust Fund for such period and at such rent and/or premium and on such terms and conditions as the Trustees in their absolute discretion shall think fit by a three-fourths vote of the total number of the Trustees;
- 16.4 To convert and get in the Trust properties and/or to vary the investments for the time being as mentioned in the next succeeding clause,
- 16.5 To invest and keep invested the Trust properties either in acquisition of immovable properties or, as authorised or allowed from time to time by the Indian Trusts Act, Income Tax Act, 1961 (particularly in accordance with the provisions of Section 80C thereof) and/or other relevant laws, in units, debentures or other securities and investments and other movable assets and/or to alter, vary or transpose such investments from time to time on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper and to incur, pay and disburse all necessary costs and expenses for the fulfilment of the objects of the Trust;
- 16.6 To open account or accounts with any Bank or Banks, to operate such accounts and to give instructions to the Bank and to provide for opening and operation of such accounts by two or more of the Trustees or by two or more agents appointed by the Trustees;



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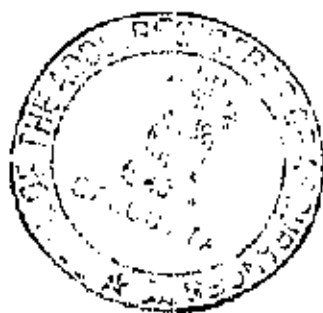
- 16.7 To institute, commence, prosecute, defend, contest, continue and conduct all actions, suits, claims, demands and other legal proceedings relating to regarding or touching the Trust properties or affairs and to adjust, settle, compromise, compound and/or refer the same to arbitration;
- 16.8 To appoint constituted attorney(s) or agents and to delegate to such attorney(s) or agent(s) all or any of the powers vested in them under these presents, from time to time to remove such attorney(s) or agent(s) and to appoint other or other(s) in his or their place;
- 16.9 To engage and appoint lawyers, attorneys, advocates and to sign vakalatnamas or letters of authority for and on behalf of the Trust and to pay their fees, costs, charges and remunerations;
- 16.10 To appoint or make provision for the appointment of Administration Committee(s) for local management of Hospitals, clinics, schools, colleges and/or other institutions and/or units and to appoint any of the Trustees or any other person of repute as the Chairman of the said Committee(s) and any other person or persons members of or Special Invitees to the said Administration Committee(s) in such manner, for such term and subject to such rules and regulations as the Trustees may decide;
- 16.11 To form and appoint other committee or committees for running of the schools, colleges, institutions, hospital/hospitals, medical clinics or centres of education and/or research, established, started, assisted, supported, financed by the Trust or after particular activities of the Trust;
- 16.12 To make any alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and of running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust;
- 16.13 To set apart the whole or any part of the income or the corpus or any part thereof for any of the objects of the Trust;

May '88

H. B. Ghosh

S. B. Ghosh

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16.14 To make rules for and regulate admissions for education, research or medical treatment by levying such charges or fees as the Trustees may think fit and proper. Such fees and charges shall be levied only with a view to effectively and efficiently assisting the poor, needy and weaker sections of the community in the matter of education/research and medical treatment;

16.15 To operate hospital or hospitals in one or more sections, that is, indoor, outdoor etc., to make provisions for and regulate separate wards for different kinds of medical treatment as may from time to time be necessary, to determine the number of beds or seats to be maintained for indoor patients in each ward and to fix and/or revise charges and/or fees, if any, for outdoor as well as indoor patients;

16.16 To give up or modify or alter the objects of the Trust and/or powers and/or duties and/or functions of the Trustees by a resolution of the three-fourths of the total number of Trustees for, particularly the purpose of bringing the provisions of this Trust within the ambit of Indian Trust Act, laws relating to taxation and other relevant laws so as to obtain requisite and available exemptions/concessions in favour of the Trust under the said laws and/or amendments thereof from time to time.

17. The other powers, authorities and duties of the Trustees shall be the following :

17.1 The Trustees shall be in charge of the affairs of the Trust and shall manage the day to day affairs thereof keeping in view the objects of the Trust;

17.2 The Trustees shall apply for and take all other necessary steps for obtaining and obtaining applicable exemptions under the Income Tax Act, 1961 and/or other relevant laws.

17.3 The Trustees shall keep and maintain proper Books of Accounts and other records in respect of the affairs of the Trust. A Report of the activities and accounts of the Trust shall be prepared once in six months and placed before the Board of



May '63

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Trustees. The Trustees shall prepare and make over annual accounts of the Trust to a Chartered Accountant and/or a firm of Chartered Accountants to be appointed for the purpose and get the same audited;

17.4 The Trustees shall maintain a Minute Book wherein the proceedings of the meetings of the Board of Trustees shall be written and signed by the Chairman of the relevant meeting.

18. The Chairman of the Board of Trustees shall be deemed to hold a general Power of Attorney on behalf of the Trust and/or the Trustees to appear and represent and shall appear for and represent the Trust and/or the Trustees before all Courts and relevant authorities relating to all civil, criminal, revenue, taxation, excise and customs matters and other matters and for the said purpose to appoint lawyers, attorneys, advocates and agents and to pay their fees, costs, charges and remunerations and to sign all necessary documents, plaints, written statements, affidavits, petitions, compromises.

19. The Trustees shall have no right or power to act beyond or in violation of the objects of the Trust as mentioned hereinbefore.

20. No portion of the Trust Funds shall be advanced to or kept in deposit with any of the Trustees or any firm, company or association of persons in which any of the Trustees shall be interested nor shall any of the Trustees apply any portion of the Trust Fund for his/her own use or benefit either directly or otherwise.

21. The Trustees shall be chargeable only for such moneys, funds, assets and properties as shall actually come into their hands and shall not be answerable or accountable for neglect, default, acts of omission or commission of the other Trustees nor of any Bankers or other persons with whom the Trust properties or any securities may have been deposited or handed over unless caused by their wilful neglect or default or acts of omission and/or commission.

22. The receipt of a person duly authorised by the Trustees or by a resolution of the Board of Trustees for any moneys paid or any property transferred or delivered to the

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Trustees in the execution of any of the trusts or powers herein stated or for the consideration of any property authorisedly sold by the Trust shall effectually discharge any person or persons so paying or transferring or delivering.

23. The Trustees may from time to time frame schemes, rules and regulations for the conduct, management and administration of the affairs of the Trust and regulating the meetings of the Trustees. In the absence of such regulations :

23.1 The Chairman of the Board of Trustees shall be the Chairman of all the meetings of the Board of Trustees.

23.2 The Chairman or at his instructions the Secretary, if any, of the Trust shall convene the Meetings of the Board of Trustees by giving proper and reasonable notice to the Trustees;

23.3 A meeting of the Board of Trustees shall be held at least once in every three months at the office of the Trust at Calcutta or at such other place or places as may be mutually acceptable to the Trustees;

23.4 ~~Four~~ Trustees shall form a quorum for a meeting of the Trustees and all matters shall be decided by a majority vote. The Chairman of a Meeting of the Board of Trustees shall have a casting vote in case of a tie;

235 A resolution passed without any meeting of the Trustees being called or convened but accepted in writing under the hands of three-fourths of the total number of the Trustees or the number nearest thereto shall be as valid and effectual as a resolution duly passed at a meeting of Trustees;

23.6 The Trustees may by a resolution direct any act, deed or thing required to be done or executed by them to be done or executed by any one or more of them and in such cases any acts or things done or executed in pursuance of such a resolution shall be as valid and effectual as if the same were done or executed by all the Trustees. Such delegation of authority may be general or special;

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- 23.7 The Trustees may employ/appoint a Secretary, with or without remuneration, who shall be responsible to the Board of Trustees and determine his functions, duties and powers to look after and manage the day to day affairs of the Trust.
24. If at any time it shall appear to the Trustees that owing to any outside intervention in the internal administration or affairs of any of its educational, medical or other institutions or centres it is not possible to run the said institution or centre in accordance with the terms herein expressed, in such an event the Trustees may by a three-fourths vote remove or shift the said institution or centre to such other place or places as they shall decide upon.
25. Should at any time for any reason the funds and/or the income of the Trust become so meager that it is found difficult to meet the recurring expenses of any of its educational, medical or other institutions or centres, the Trustees shall maintain the same on a smaller scale or close the same or any department(s) thereof. In the event of the Trust closing down all its institutions/centres and other activities carried on under the terms of this Deed, the Trustees shall after paying off all liabilities of the Trust, out of the assets in hand, make over the balance, if any, to any such Trust or organisation or society having similar objects, as may be decided by the Board of Trustees by a majority of three-fourths Vote. But in no case shall the balance be handed over to the Settlor and/or any of the Trustees and/or Donors and/or their relatives or heirs.
26. It is hereby declared that no part of the Trust property or its income shall be used for any purpose which is not a charitable purpose and nothing contained hereinbefore shall be construed to authorize the Trustees to utilise the Trust assets or its income for any purpose not coming within the ambit of the aforesaid objects. All the powers and provisions hereof shall be construed as being subject to the restrictions and limitations herein contained.
27. The Trust, establishment whereof is evidenced by this Deed, is and shall be irrevocable.

May 5/83

*[Signature]*

*[Signature]*



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Calcutta

IN WITNESS WHEREOF the Settlor and the Trustees have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED by  
the withinnamed Settlor at Calcutta  
in the presence of:

*Shiv Prakash*  
Shiv Prakash Moha  
Happy Home Flat # 501  
706, Jessore Road  
Kolkata - 700028

*Manoj Joshi*  
(MANOJ JOSHI)

SIGNED AND DELIVERED by  
the withinnamed Trustees at Calcutta  
in the presence of:

*Arjun Kumar Jha*  
ARJUN KUMAR JHA  
FLAT NO. 612  
85/30 BANGUR PARK  
1ST LANE  
RISRA - 712248

*Subrata Dutta*  
(SUBRATA DUTTA)

*Sriranjani Joshi*  
(SRIRANJANI JOSHI)

*Anirban Dutta*  
(ANIRBAN DUTTA)

*Arun Kumar Baheti*  
(ARUN KUMAR BAHETI)

*Shashi Baheti*  
(SHASHI BAHETI)

*Gaurav Baheti*  
(GAURAV BAHETI)

Witnessed by me

*Sunil Kumar*  
Advocate

Signature Attested  
on Identification

*S. C. Ghosh*  
S. C. GHOSH, Notary  
Calcutta Police Court, Calcutta  
No. 125/87 Court of India

7 JAN 2012



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Calcutta

Book No. 14  
Volume No. 14  
Page No. 62  
Being No. 21  
for the year 2003

DATED THIS 7<sup>th</sup> DAY OF January, 2002

FROM

MANOJ JOSHI

TO

SUHIRATA DEITA & ORS.

*an*  
344, Registrar of Assurances-III  
Calcutta

*7/3/2003*



- 7 JAN 2003

DEED OF TRUST



*m*  
344, Registrar of Assurances-III  
Calcutta

R. Ginodia & Co.  
Advocates

7C, Kiran Shankar Roy Road,  
Calcutta 700 001