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পশ্চিমবঙ্গ WEST BENGAL

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This document is subject to registration. The stamp duty must be paid and the document must be attached to this document.

Sub-Registrar
Murshidabad

29 DEC 2009

TRUST DEED

- Prakash Ghosh

Arup Kumar Ghosh
Chandana Ghosh

THE DEED OF TRUST made this 29th day of December Two Thousand Nine BETWEEN Sri Prakash Ghosh S/O of Late Lalit Mohan Ghosh residing at 7, Bhattacharjee Para, P.O & P.S - Berhampur, Dist. Murshidabad, West Bengal - 742 101 hereinafter called the SETTLOR of the ONE PART AND

- 1) Sri Prakash Ghosh S/O Late Lalit Mohan Ghosh residing at 7, Bhattacharjee Para, P.O&P.S - Berhampur, Dist. Murshidabad, West Bengal - 742 101 ;
- 2) Sri Arup Kumar Ghosh S/o- Late Lalit Mohan Ghosh residing at Vill: Kumarpur, P.O- Bhagirathpur, P.S- Domkal, Dist. Murshidabad, West Bengal ;
- 3) Chandana Ghosh daughter of Late Lalit Mohan Ghosh residing at 7, Bhattacharjee Para, P.O&P.S - Berhampur, Dist. Murshidabad , West Bengal - 742 101.

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Mahin Kumar Saha
Advocate
29/12/09



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

229911
Anup Kumar Ghosh
Chandana Ghosh

(2)

hereinafter called the TRUSTEES (which expression shall unless excluded by or repugnant to the context be deemed to include them and the TRUSTEES for the time being of the TRUST or the survivor or survivors of them and their successor or successors of the OTHER PART

WHEREAS

1) The SETTLOR with the desire of creating an endowment by setting apart and establishing a TRUST fund to be used/utilized and spent for providing facilities for giving education and for beneficial promotion propagation advancement and encouragement of knowledge for the society at large and for deserving students in general has made over a sum of 25000/- and an Unfinished construction standing over Plot No. 1523/3106, 1523/3107, 1523/3109 Under Khaitan No 3568 in Mouza Borgachhi in the District of Murshidabad with provision to construct additional floors thereon to the initial contribution to the said TRUST fund.

(3)

Pravara Ghosh
Dr. Kunal Ghosh
Chandana Ghosh

(2) The TRUSTEES have at the request of the SETTLOR agreed to act as TRUSTEES of the TRUST hereby created upon terms and conditions hereinafter contained.

NOW THIS DEED WITNESSED AS FOLLOWS:

1. In order to effectuate the said desire, the SETTLOR has made over and assigned to the TRUSTEES a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) and an Unfinished construction standing over Plot No. 1523/3106, 1523/3107, 1523/3109 Under Khaitan No 3568 in Mouza Borgachhi in the District of Murshidabad with provision to construct additional floors thereon to hold the same and the investments thereof for the time being representing the same together with all further gifts and donations that may be received by TRUSTEES and all additions and accretions thereto and all accumulated income thereof and all other properties that may be acquired out of the same or are subject to the TRUST (hereinafter referred to as the "Trust Properties") upon TRUST solely for educational purposes in the Union territory of India and not for Profit and for implementing such object to do all or any of the following :

- (i) To establish, support, maintain schools, colleges, technical, ~~Academy~~ and or other educational institutions.
- (ii) To carry out research work in the field of education
- (iii) To provide for delivery and holding of lectures, exhibitions, classess and conference calculated to advance the cause of education whether general , professional or technical.
- (iv) To establish and maintain libraries, reading and writing rooms , hostels and other residential places.
- (v) To grant stipends, scholarships, studentships and other allowances to deserving candidates and students.
- (vi) To print, publish, sell, purchase and to distribute books, bulletin, periodicals, magazine, booklets, prospects and circulars etc.

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(4)

Brunand Ghosh
Anup Kumar Ghosh
Chandana Ghosh

- (vii) To provide facilities for residential accommodation and boarding houses for teachers, staffs and other persons engaged for carrying out the object of the TRUST.
- (viii) To build and maintain Auditorium and/or hall for the advancement of education.
- (ix) To do all other acts, deeds and things as are incidental or conducive to the attainment of the main object viz. educational purpose.

2. The name of the TRUST shall be " **LALIT MOHAN EDUCATIONAL TRUST**" with liberty to the TRUSTEES to change the name.
3. The office of the TRUST shall be situated at 77/1, Alep Khan Mohalla Road, Berhampur, Dist. Mursidabad, West Bengal - 742 101 and Kolkata City Office at 23A, N.S Road. 4th Floor, Room No. 1, Kolkata - 700 001 or such other places as the TRUSTEES may decide from time to time.

4. **TRUSTEES :**

- a. The Trustees above named and shall remain the first trustees of the Trust.
- b. At no point of time total number of Trustees shall be less than 3(three) and more than 10 (Ten). If due to any reason the number of Trustees becomes only one then such Trustee shall not act in any manner hereunder save for the appointment of another trustee.
- c. The Trustees may from time to time appoint any person and/or persons as trustee or trustees permanently or for such period as the Trustees may in their discretion think fit provided that, a minor if so appointment shall become a Trustee only upon attaining majority and in making such appointments the Trustee shall have due regard to the following but shall not be limited or restricted thereby.

(5)

Prakash Ghosh

Arup Kumar Ghosh

Chandana Ghosh

- d. A Trustee shall cease to be a Trustee if:
- He or she resigns or retires;
 - He or she dies;
 - He or she is declared insolvent; or
 - In the opinion of the other trustees he or she becomes incapable to act due to infirmity, insanity, or otherwise; or
 - The period of his or her appointment expires when he or she is appointed for a fixed period; or
 - He or she leaves India permanently or remains out of India for a continuous period of nine months and in the opinion of other Trustees there is very little chance of his or her returning to India and to discharge his or her duties as a Trustee hereunder within a short time.
- e. The Trust Fund shall vest and remain vested in the Trustees for the time being even though the properties and the assets may be held in the name of any one or more Trustees.

5. MANAGING TRUSTEES :

- a. The Trustees may appoint any one or more amongst themselves as the Managing Trustee of the Trust for such period as the Trustees may desire.
- b. Out of the present Trustees the said Sri Prakash Kumar Ghosh S/o Late Lalit Mohan Ghosh residing at 7, Bhattacharjee Para, P.O/P.S - Berhampur , Dist. Murshidabad , West Bengal - 742 101 shall be the First Managing Trustees.
- c. The Managing Trustees shall have all the powers as be necessary for administering the ordinary affairs of the Trust and such further powers as the Trustees may delegate.

(6)

Parvathy Ghosh
Arup Kumar Ghosh
Chandana Ghosh

- d. Without prejudice to the generally of the aforesaid and subject to the general control and supervision of the Trustees, the Managing Trustees may jointly and/or severally exercise all the powers of the Trustees save those mentioned in clause 7.2 (a),(b) and (c) hereinafter.

6. PROCEEDINGS OF THE TRUSTEES:

- a. The Trustees shall act in the manner decided by them in their meetings and by resolution adopted by them by circulation.
- b. The Managing Trustees May call a meeting of the Trustees and shall call such meeting within 15 days of being required to do so by any of the Trustees and if the Managing Trustees fail to call such meeting, upon being so required or in case there be no Managing Trustees any other Trustee can call a meeting of the Trustees.
- c. All decisions in such meeting of the Trustees shall be by a simple majority of the attending Trustees and in case of equally the Chairman of the meeting shall have second or casting vote **PROVIDED HOWEVER** any loan to any party or the sale of any immovable property belonging to the Trust shall only be majority/unanimous decision of all the Trustees.
- d. The Chairman, failing him, the Managing Trustees and failing them, the senior most Trustee in age shall be the Chairman of the said meeting only of the Trustees.
- e. The Trustees may appoint any amongst themselves as the Chairman of the Trust and in case of such appointment the Chairman in preference to the Managing Trustees preside over the meeting in which the Chairman be present.

(7)

Sanjay Ghosh
Anup Kumar Ghos
Chandana Ghosh

- f. A minimum of two-third shall form a quorum of the meeting of the Trustees.
- g. The Trustees may adopt a resolution by circulation and such resolution shall have the same force when adopted by the majority of the Trustees as if the same was passed in a meeting of the Trustees.
- h. All the Trustees shall be bound by the decision of the Board whether in a meeting or by circular resolution and such decision shall be deemed to be the decision of each of the Trustees severally or jointly.
- i. A minutes book shall be kept of the proceedings of the meetings of the Trustees and therein shall also be recorded all the resolutions including resolutions including resolutions passed by circulation as aforesaid.
- j. Resolutions passed and entered in the Minute Book on any matter relating to the Trust shall be conclusive evidence of the facts and matters duly noted therein.

7. POWERS AND AUTHORITIES:

- a. The Trustees shall have all the necessary power and authorities as may be required for the attaining any or all the objects and purpose of the Trust and shall be bound by all rules, regulations or laws as to investment or otherwise so long as the same are in conformity with these presents and in so far as the same do not disentitle the Trust from attaining the exemption that may be granted to the Trust for charitable purposes under the revenue laws, including the Income Tax Act.
- b. The Financial Year of the Trust shall end on 31st March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem fit and proper. The first Financial Year of the Trust shall close on 31st March, 2010.

(8)

Prakash Ghosh
Arup Kumar Ghosh
Chandana Ghosh

- c. The Trustees shall from time to time after meeting expenses of and incidental to the management of the Trust Properties and of the Trust, decide the particular object or objects for which the income or corpus of the TRUST FUND or Properties for the time being available shall be applied.
- d. The TRUSTEES may accept any donation or contribution in cash or in kind from any person, firm, company corporation, associations, institution or Trust (including the SETTLOR or the Trustees or any of them) 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 objects of the Trust. The Trustees may also take over the management of any other Charitable or Public Institutions on such terms as they think fit and may manage such institution.
- e. If the income from the Trust Properties in a particular year is not fully utilized shall be carried over to the next year or years for the advancement of any of the objects of the Trust.
- f. Without prejudice to the generality of the aforesaid, the Trustees shall have the following powers in relation to the Trust Fund and the affairs of the Trust.
- a) To acquire, hold, transfer moveable and immovable properties and/or rights therein in any manner and subject to the terms and conditions including by way of purchase, sale, gift, lease, monthly, tenancy, mortgage, charge, exchange or otherwise.
- b) To spend any portion of the corpus or the income of the Trust Fund for purchasing any Land and/or constructing any building in the name of the Trust for the purpose of carrying out any or all the objects of the Trust.

(9)

- c) To cause true and accurate account to be kept all monies received and spent and/or all matters in respect thereof in course of management of Trust Properties.
- d) To invest the Trust Fund in any securities, assets, properties and otherwise including by the way of deposits.
- e) To lend and borrow moneys from banking and financial institutions and also including fro, and to Firms, Companies and/or business in which the Trustees or any of them for the time being be interested for the said purposes or otherwise to accept and give interest as also provide securities.
- f) To draw, hold, accept and negotiate negotiable instruments, cheques etc.
- g) To grant and accept donations and gifts on any terms and conditions within its objects of public charitable nature or any of them.
- h) To carry on any activity if and to the extent possible without affecting the registration of the Trust for the purpose of obtaining or continuing exemption of the income of the Trust from Income Tax and other taxes.
- i) To compromise, settle, give up and refer to the arbitration all claims demands and disputes.
- j) To open and maintain account of the Trust with any bank or other institution or person.
- k) To frame rules and bye-laws, for any matter relating to the trust.
- l) To appoint committees and persons including employees, staff, Lawyers, Solicitors, Auditors, Architects, Engineers, of the Trust and to supervise activities and to terminate such appointments.

(10)

m) To establish their office at such place or places and may change such places from time to time as they may think fit.

n) To do all acts and take other steps as are incidental thereto and in consequence thereof all the above matters.

8. AMENDMENTS:

a. The Trustees may make any amendments in the aforesaid provisions regarding the administration of the Trust, but without in any manner affecting the objects and purposes of the Trust.

9. DISSOLUTION:

11.1 The Trust shall be dissolved/revoked upon majority decision of the Trustees and upon dissolution of the Trust, the immovable and movable properties of the Trust shall be transferred to the legal heirs of the settlor who will form the new Trust having similar aims and objects.

IN WITNESS WHEREOF the SETTLOR and the TRUSTEES hereto have hereunto set and subscribed their hands the day, month and year mentioned herein above.

Signed Sealed and delivered by the
SETTLOR in the presence of

1. Rethindranath Deka
Barabazar, Berhampur..

2. Sukumar Saha
Gorabazar
Berhampur

Signed Sealed and delivered by the
Trustees as a token of acceptance of
The office of Trustees in the presence of

1. Rethindranath Deka
Barabazar, Berhampur

2. Sukumar Saha
Gorabazar
Berhampur

Prakash Ghosh

Signature of SETTLOR.

1. *Prakash Ghosh*

2. *Arup Kumar Ghosh*

3. *Chandana Ghosh*

Signature of Trustee.

Drafted by me
Mehin Kumar Saha
Advocate
E.O.F. 1792/783
P. 1985
20/12/09



- Prakash Ghosh Arup Kumar Das

Chandana Ghosh

	L-T-P			L-T-P	
	L-I-P			L-I-P	
	L-M-P			L-M-P	
	L-R-P			L-R-P	
	L-L-P			L-L-P	
	R-T-P			R-T-P	
	R-I-P			R-I-P	
	R-M-P			R-M-P	
	R-R-P			R-R-P	
	R-L-P			R-L-P	



Government Of West Bengal
Office Of the D. S. R. - I MURSHIDABAD
District:-Murshidabad

Endorsement For Deed Number : IV - 00115 of 2009

(Serial No. 09854 of 2009)

On 29/12/2009

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 64A of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Fee Paid in rupees under article : ,E = 7/- on 29/12/2009

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

Presented for registration at 17.30 hrs on :29/12/2009, at the Private residence by Prakash Ghosh, one of the Executants.

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

Execution is admitted on 29/12/2009 by

1. Sri. Prakash Ghosh, son of Lt. Lalit Mohan Ghosh , 7, Bhattacharjee Para P.o.- Berhampore Dist.- Murshidabad , Thana Berhampore, By Caste Hindu, By Profession : Others
2. Sri. Anup Kr. Ghosh, son of Lt. Lalit Mohan Ghosh , Vill- Kumarpur P.o.- Bhagirathpur Dist.- Murshidabad , Thana Domkal, By Caste Hindu, By Profession : Others
3. Chandana Ghosh, daughter of Lt. Lalit Mohan Ghosh , Vill- Kumarpur P.o.- Bhagirathpur Dist.- Murshidabad , Thana Domkal, By Caste Hindu, By Profession : Others

Identified By Rathindra Nath Saha, son of Lt. Mahadeb Saha, Vill- Gorabazar Dist.- Murshidabad , Thana: Berhampore, By Caste: Hindu, By Profession: Others.

(Kaushik Bhattacharya)
DISTRICT SUB-REGISTRAR-I


29/12/2009 18:14:00

(Kaushik Bhattacharya)
DISTRICT SUB-REGISTRAR-I

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 1
Page from 1062 to 1076
being No 00115 for the year 2009.




(Kaushik Bhattacharya) 29-December-2009
DISTRICT SUB-REGISTRAR-I
Office of the D. S. R. - I MURSHIDABAD
West Bengal