

DATED THIS THE 22nd DAY OF JANUARY, 2020

AMONG

Smt. Rikta Nandy

..... Settlor

AND

- 1. Sri. Ganesh Chandra Saha**
- 2. Sri. Souvik Patra**
- 3. Smt. Paulami Nandy**
...Trustees

Drafted and prepared by me:

Nilanjan Banik,

Advocate.

Barrackpore Court.

9836361874

7044084025

Email: nbanik41@gmail.com

DEED OF TRUST

761/20

IV-46/20



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 342634

1/114979/20

12-18

I certify that the document is admitted
 for registration. The original sheet & sheet
 attached to the document are the r...
 of this document.

TRUST DEED OF A GENERAL CHARITABLE TRUST

This Deed of Public Charitable Trust executed on this 22nd day Of January, 2020 (Two Thousand and Twenty)

BETWEEN

Smt. Rikta Nandy wife of Late Shankar Nandy, resident of 311/2, Maharaja Nanda Kumar Road P.O. & P.S. Baranagar, Kolkata - 700 036 by faith Hindu, by profession: business hereinafter called the '**Settlor**'(which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part,

AND

District U/S 7(a)
 North 24-Parganas
 Baranagar
 (0.2.2.1)

22 JAN 2020

24/01/2020
 13072
 No. Date
 Name
 Address
 P.S.
 Dist.
 Name of Treasury :- Barrackpore
 Name of Vender :- RANA SUR
 Date of Purchase 15 JAN 2020
 Total Amount
 Signature of Vender

Rana Sur

24/01/2020



Tharna Patra
 W/O NARAYAN PATRA
 OF 127, THAKUR POKUR RD
 P.O. SARSONA.
 P.S- THAKUR POKUR NOW PS- SARSONA
 DIST - ~~KOLKA~~ SOUTH 24 PARAGANAS
 KOLKATA - 700061
 OCCU - HOUSEWIFE

Registrar U/S. 7(a)
 North 24-Parganas
 Barrackpore
 (D.S.R.-I)
 22 JAN 2020

(1) **Sri Ganesh Chandra Saha** son of Late Manikya Bhusan Saha, Pan: BHBPS2976Q residing at Matangini Hazra Road, P.O. Agarpra, P.S. Gholia Kolkata – 700 109, Dist: North 24 parganas, by faith Hindu, by profession: business (2) **Sri Souvik Patra** son of Narayan Patra, Pan: AXVPP2537R L/13/2, Sarshuna Syatelait township, 127 Thakurpukur Road, P.O. & P.S. Sarsuna, Kolkata – 700 061, by faith Hindu, by profession: business (3) **Smt. Paulami Nandy**, daughter of Late Shankar Nandy, resident of 311/2, Maharaja Nanda Kumar Road P.O. & P.S. Baranagar, Kolkata – 700 036 by faith Hindu, by profession: business hereinafter jointly referred to as '**trustees**' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.

Whereas the Settlor is desirous of establishing a trust for public charitable objects.

And whereas the trustees have, at the request of the settlor, agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents.

And whereas it is necessary to declare the objects and terms of the public charitable trust, being constituted under these presents.

Now this indenture witnesseth as follows:-

1. That, in order to effectuate his aforesaid desire, the settlor has set apart and handed over to the trustees, a sum of Rs. 1,00,000/- (Rupees one lacs only) (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.

2. That the name of the trust shall be **Prayash Charitable Trust** and its office shall, for the present, be situate at 311/2, Maharaja Nanda Kumar Road P.O. & P.S. Baranagar, Kolkata – 700 036 and/or at such other place or places as the trustees may decide from time to time.
3. That the objects for which this trust is established are:-
- a. To establish, develop, maintain and grant aid in cash or in kind to hospitals, medical schools, medical colleges, nursing institutions, dispensaries, maternity homes, child welfare centres and/or such other similar charitable institutions in India for the benefit and use of the general public.
 - b. To establish, run, support and grant aid or other financial assistance to schools, colleges, libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
 - c. To establish, maintain and run studentships, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or sex.
 - d. To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and for the research and other institutions, in India, having similar objects for the benefit of the public in general.
 - e. To establish, maintain or grant aid for the establishment and/or maintenance of parks, gardens, gymnasiums, sports clubs, dharamshalas and rest houses, for use by public in general.

- f. To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons.
 - g. To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
 - h. To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, pestilence, etc. and to give donations and other assistance to institutions, establishments or persons engaged in such relief work.
 - i. To construct repair and manage the marghats, cemeteries and burial grounds.
 - j. To grant aid or render assistance to other public charitable trusts or institutions.
4. That the Trust Fund may be augmented by the income from the initial fund and also by donations and other contributions from time to time.
 5. That the Trust Fund shall not be applied for any purpose other than those specified in Para 3 hereinabove.
 6. That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust.
 7. That for the furtherance of the objects of the trust, the trustees shall have the following powers:
 - a. To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or trust, with or without conditions.

- b. To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to any one or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.
- c. To convert and deal with the trust property and/or any investments for the time being.
- d. To invest the Trust Fund either in the purpose of mortgage of immovable property or in shares, stock or debentures or other securities and investments, or in deposits with or loans to any company, bank, firm or any other person, and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.
- e. To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- f. To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- g. To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- h. To open account in the name of the Trust, Trustees and/or Institutions run/ conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
- i. To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- j. To appoint constituted attorneys or agents and to delegate

to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.

- k. To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.
- l. To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- m. To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- n. To set apart and/or allocate the whole or a part of the income or the corpus of the trust Fund or part thereof for any of the objects of the Trust.
- o. To join, co-operate or amalgamate this trust with other or others having kindred or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.

- p. To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organisations or Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, Organisation or Trustees to start maintain, or carry out such charitable objects.
- q. To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.
- r. To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
- s. To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the trust and to discuss and negotiate with the Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- t. To take over or amalgamate with any other charitable trust, society, association, or institution with similar objects.

- u. To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- v. To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.
- w. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.
- x. To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the trust, societies, institutions or associations with which this Trust is authorised to amalgamate.
- y. To transfer and hand over the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the Society, Corporation, Institution, Trust or Organisation with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust fund. The Trustees for the time being of these presents shall become discharged from the Trust thereof relating to Trust Funds so transferred.

8. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept.
9. The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.
10. The number of the Trustees shall not be less than two and more than seven. If the number of the trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act so long number is below the said minimum.
11. The managing trustees for the time being will be at liberty to appoint additional Trustee within the number mentioned above for such period or on -such terms as to retirement and re-appointment as the trustees for the time being considered proper. A person shall cease to be a Trustee either: (i) if he without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or (ii) if he is requested to resign by 3/4th or as near thereto as possible of the remaining trustees.
12. Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so.
13. The Trustees may from time to time frame rules for the conduct and regulations of the meetings Of trustees. In the absence of such regulations:-
 - a. Two Trustees shall form a quorum for a meeting of the Trustees.
 - b. All matters will be decided mutually by the Trustees.
 - c. Resolution passed without any meeting of the Trustees

but by circulation thereof and evidenced in writing under the hands of two thirds of the trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees.

14. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust for any purpose not authorised by these presents.
15. The accounting year of the Trust shall be the financial year ending on 31st March every year.
16. The Trust and the Trust funds shall be and irrevocable for all times.
17. The office of the Trust shall be situated at Kolkata unless changed by the Trustees by two thirds majority.
18. It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose outside India or for any Purpose which is not a charitable purpose in law, and all provisions hereof shall be construed accordingly.
19. At present this trust has no movable/immovable property and no movable/ immovable property is hereby settled by this trust.

In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, on the day, month and year first mentioned hereinabove.

Witnesses :-

1. Jharna Patra
187 Thakur Patra Rd
PO- Sarsuna, Kolkata-70061

2. Surojit Ghosh
Barasat, Kol-124.

Rikta Nandy
Signature of Settlor

1. Ganesh chandra Saha
2. Souvik Patra
3. Paulami Nandy

Signature of the Trustees

Drafted by me:

Nilanjan Banik












**Nilanjan Banik,
Advocate.**

Barrackpore Court

F/1449/12

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name: GANESH CHANDRA SAHA












LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p> 
THUMB	FORE	MIDDLE	RING	LITTLE	<p>ডান হাত</p>
					

Ganesh chandra Saha

Signature of the Presentant


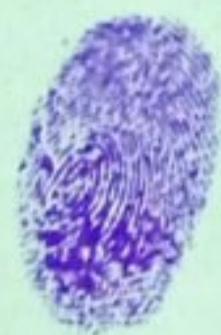









Executant Claimant/Attorney/Principal/Guardlar/Testator. (Tick the appropriate status)

(2) Name: SOUVIK PATRA

LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p> 
THUMB	FORE	MIDDLE	RING	LITTLE	<p>ডান হাত</p>
					

UNDER RULE 44A OF THE I.R. ACT 1908












(1) Name : PAULAMI NANDY

LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p> 
THUMB	FORE	MIDDLE	RING	LITTLE	
					<p>ডান হাত</p>

Paulami Nandy
Signature of the Presentant

Executant Claimant/Attorney/Principial/Guardiar/Testator. (Tick the appropriates status)

(2) Name : RIKTA NANDY

LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p> 
THUMB	FORE	MIDDLE	RING	LITTLE	
					<p>ডান হাত</p>

Rikta Nandy



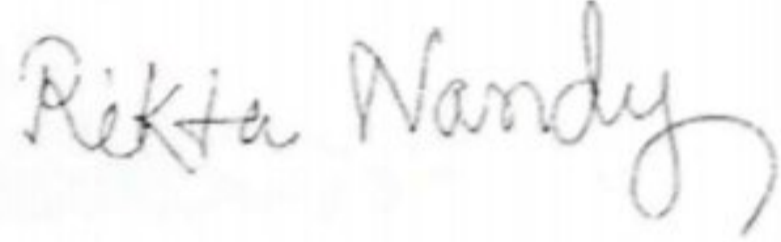
Rikta Nandy
Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



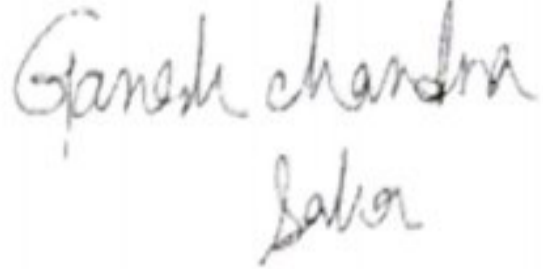


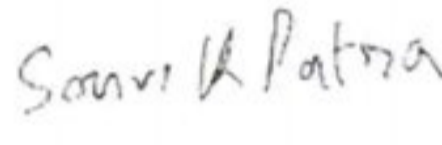


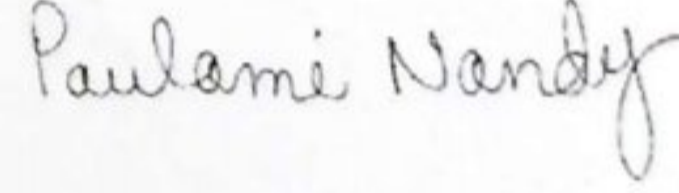
Major Information of the Deed

Deed No :	IV-1501-00046/2020	Date of Registration	22/01/2020
Query No / Year	1501-1000114979/2020	Office where deed is registered	
Query Date	20/01/2020 6:53:57 PM	D.S.R. - I NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Rikta Nandy 311/2 Maharaja Nanda Kumar Road, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700036, Mobile No. : 7595936833, Status : Seller/Executant		
Transaction	Additional Transaction		
[4302] Other than Immovable Property, Deed of Trust	[4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:64A)	Rs. 1,007/- (Article:E, B)		
Remarks			



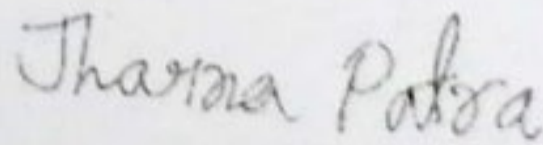
Settlor/Declarant of Trust Details :

SI No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Rikta Nandy (Presentant) Wife of Late Sankar Nandy Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office			
		22/01/2020	LTI 22/01/2020	22/01/2020
311/2 Maharaja Nanda Kumar Road, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHNPN8214B, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				

Trustee Details :

Sl	Name,Address,Photo,Finger print and Signature			
1	Name Ganesh Chandra Saha Son of Late Manikya Bhusan Saha Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office	Photo 	Finger Print 	Signature 
	22/01/2020	LTI 22/01/2020	22/01/2020	
Son of Late Manikya Bhusan Saha Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BHBPS2976Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				
2	Name Souvik Patra Son of Narayan Patra Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office	Photo 	Finger Print 	Signature 
	22/01/2020	LTI 22/01/2020	22/01/2020	
Son of Narayan Patra Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXVPP2537R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				
3	Name Paulami Nandy Daugther of Late Sankar Nandy Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office	Photo 	Finger Print 	Signature 
	22/01/2020	LTI 22/01/2020	22/01/2020	
Daugther of Late Sankar Nandy Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BAAPN9508H,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Jharna Patra Wife of Narayan Patra 127, Thakurpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN - 700061			

22/01/2020

22/01/2020

22/01/2020

Identifier Of Rikta Nandy, Ganesh Chandra Saha, Souvik Patra, Paulami Nandy

On 22-01-2020

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.

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

Presented for registration at 12:18 hrs on 22-01-2020, at the Office of the D.S.R. - I NORTH 24-PARGANAS by Rikta Nandy ,Executant.

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

Execution is admitted on 22/01/2020 by 1. Rikta Nandy, Wife of Late Sankar Nandy, 311/2 Maharaja Nanda Kumar Road, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu by Profession Business, 2. Ganesh Chandra Saha, Son of Late Manikya Bhusan Saha, Matangini Hazra Road, P.O: Agarpara, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700109, by caste Hindu, by Profession Business, 3. Souvik Patra, Son of Narayan Patra, 127, Thakurpukur Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Business, 4. Paulami Nandy, Daughter of Late Sankar Nandy, 311/2, Maharaja Nanda Kumar Road, P.O: Baranagar, Thana: Bangaon, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by Profession Business

Indetified by Jharna Patra, , Wife of Narayan Patra, 127, Thakurpukur Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,007/- (B = Rs 1,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 1,007/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 26/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 13072, Amount: Rs.100/-, Date of Purchase: 21/01/2020, Vendor name: Rana Sur

Signature

Satyajit Biswas
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal