

3503

IV

24/01

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 213474

BD-637904-Dt-28/04/12

Rs. 30+

THIS DEED OF TRUST made this 28th day of April Two

Thousand and Eight BETWEEN RANADHIR BISWAS, son of the Late B.C. Biswas, residing at AE 676, Sector - I, Salt Lake City, Kolkata - 700 064 hereinafter referred to as the "Settlor" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives, successors and assigns) of the ONE PART AND (1) RANADHIR BISWAS, son of the Late B.C. Biswas, (2) MRS NILIMA BISWAS, wife of Ranadhir Biswas, both residing at AE 676, Sector - I, Salt Lake City, Kolkata - 700 064 hereinafter jointly referred to as the "Trustees" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective

or or successors in office) of the OTHER PART:

South Calcutta Public School

SOUTH CALCUTTA PUBLIC SCHOOL

Principal

Amit Singh
Manager

1604

11 APR 2008

Sold to
145/111 **FOX & MANDAL** Advocates
12, Old Post Office St.
Calcutta - 700 001

STAMPED BY AUTHORITY NO. 5-00 P/111111
on the 28th day of April 2008

by Ranadhir Biswas
1 x 500/-
1 x 100/-
3600/-
original create



Ranadhir Biswas



1221

Ranadhir Biswas.



1222

Ranadhir Biswas

S/o late B. C. Biswas

(at A B 676 Sector 7 Salt Lake City Kolkata - 700066)

Nilema Biswas w/o to

Ranadhir Biswas

(Same Address) both

6, Churn Lane K-1

Nilema Biswas

Prerna Sit. del
High Court Calcutta

South Calcutta Public School

Amit Singh
Manager

Identified by me

Prerna Sit

Advocate

High Court, Calcutta

SOUTH CALCUTTA PUBLIC SCHOOL

S. Samanta

Principal



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 934000

2

WHEREAS:

- A. The Settlor is desirous of creating a fund for ~~condemned~~ education for the benefit of the public and as such has set apart a sum of Rs. 10,000/- (Rupees Ten thousand only) being the contribution of the Settlor.
- B. The Settlor desires to make over the said sum of Rs.10,000/- (Rupees Ten thousand only) to the Trustees to hold the same for ^{educational} ~~educational~~ purposes on such terms and conditions hereinafter mentioned.
- C. The Trustees have at the request of the Settlor agreed to act as Trustees under these presents and to hold the said sum of Rs. 10,000/- (Rupees Ten thousand only) and the investments for the time being representing the same and all other sums or properties which may from time to time form part of the Trust Fund upon the Trust hereinafter mentioned.

Ranadhis Prasad

SOUTH CALCUTTA PUBLIC SCHOOL

S. Samanta

Principal

South Calcutta Public School

Amit Singh
Manager

4604

11 APR 2008

Sold to ----- FOX & MANDAL
Address -----
12, Old Post Office St.
Calcutta - 700 001

S. S. P. S. S.
S. S. P. S. S.

12500/-
12100/-
3600/-

SOUTH CALCUTTA PUBLIC SCHOOL

S. Samanta

Principal

South Calcutta Public School

Amit Singh
Manager

11 APR 2008

3

NOW THIS DEED WITNESSETH as follows:

1. In order to effectuate the said desire the Settlor doth hereby transfer and assign unto the Trustees the said sum of Rs 10,000/- (Rupees Ten thousand only) and the investment thereof representing the same and all additions accretions and the accumulated income thereof and all other properties that may be acquired out of the same or may be subject to the Trust and hereinafter referred to as the Trust properties to hold the same on Trust for the object with the powers and on the terms and conditions hereinafter mentioned.
2. The Trust shall be known as "THE BISWAS EDUCATIONAL FOUNDATION" and the Office of the Trust shall be at AE 676, Sector - I, Salt Lake City, Kolkata - 700 064 and/or at such other place or places as the Trustees may from time to time to decide.
3. The number of the Trustees shall be not less than 2 and not more than 7.
4. The Trustees shall be the First Trustees hereof and whenever any Trustee shall die, resign, refuse or become incapable or incompetent of acting, the surviving or continuing Trustee or Trustees may appoint any other competent person or persons to be the new Trustee or Trustees and on every such appointment the funds of the Trust shall be vested in the new Trustee or Trustees together with the surviving or continuing Trustee or Trustees.
5. The objects of the Trust are to promote education of children and young persons in India inter alia as follows:

- (a) To establish Schools, Colleges, Reading Rooms, Libraries and related facilities including Hostels and Residential Accommodation for the South Calcutta Public School students.

- (b) To impart knowledge either scientific, technical, industrial or otherwise.

- (c) To purchase or otherwise acquire lands and/or properties and erect

buildings on any land so purchased for the purpose of locating such

educational institutions and equip institutions with necessary equipment.

Amit Singh
Manager

SOUTH CALCUTTA PUBLIC SCHOOL
SOUTH CALCUTTA PUBLIC SCHOOL
S. Sanyal
Principal

fixtures and fittings.

- (d) To grant scholarships and stipends to students belonging to the institutions or any school or college for prosecution of their studies who are in need of financial assistance.
- (e) To carry on any other educational activity with the object of training and developing the knowledge, skill, mind and character of students so that their condition of life may be improved.

6. For the purpose of attaining and/or carrying on and giving effect to all or any of the objects specified above but not otherwise, the Trustees shall have powers to do the following acts and deeds:

- (a) To accept voluntary donations or contributions including foreign donations in cash or kind from the Settlor or any person or concern on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.
- (b) To purchase or otherwise acquire lands or buildings and erect buildings on any land so purchased for the use of the purpose of the Trust or for the purposes of investment of the Trust and to spend and/or utilize the rental or other incomes arising therefrom for the purposes connected with or conducive to the promotion of the objects of the Trust.
- (c) To purchase, acquire, hold, manage, improve, develop, exchange, sell, lease, mortgage, charge, dispose of, or otherwise deal with all kinds of properties movable or immovable for the purpose connected with or conducive to the promotion of the objects of the Trust.
- (d) To construct, alter or keep in repair from time to time buildings or other immovable properties belonging to the Trust.

- (e) To invest moneys and/or assets of the Trust as the Trustees may think fit and proper subject however to the provisions of the Income Tax Act, 1961 or any statutory modifications thereof.

SOUTH CALCUTTA PUBLIC SCHOOL
B. Samanta
Principal

South Calcutta Public School

Amrit Singh
Manager

- (f) To amalgamate this Trust with any other Trust having similar objects or to get other Trust having similar objects amalgamated with this Trust with prior sanction of all the Trustees in the meeting.
7. The Trustees may from time to time open and maintain in the name of the Trust a Banking Account or accounts and may operate the same or authorize any one or more of them from time to time to operate the same.
8. The Objects of the Trust shall be carried out in the Union of India and the Income of the Trust Fund shall be spent and utilized for the purposes of the Trust in the Union of India. The Trustees will have full and unfettered power to regulate and manage the affairs of the Trust and of any of the institutions as it may establish pursuant to these presents.
9. The Trustees may appoint from amongst themselves as the Managing Trustee for such times as they may determine and such Managing Trustee shall continue to act such until another Managing Trustee is appointed in his place. Subject to general control and supervision of the Trustees, the Managing Trustee shall manage the Trust and its properties and funds and carry on the affairs of the Trust and shall have all necessary powers and authorities for that purpose. The Trustees may at any time co-opt any person or persons as a Trustee or Trustees of the Trust hereby constituted subject to the maximum number hereby prescribed.
10. The surviving or continuing Trustees may act notwithstanding any vacancy in their body PROVIDED HOWEVER that if the number of Trustees shall fall below two, the minimum fixed by these presents, the Trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum.
11. A resolution in writing circulated amongst all the Trustees and passed by a majority of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.

South Calcutta Public School

Amit Singh
Manager

SOUTH CALCUTTA PUBLIC SCHOOL
B. Samanta
Principal

Trustees at their address registered for the time being in the records of the Trust.

13. All meeting of the Trustees shall be held at such place or places as the Trustees for the time being may from time to time decide. Meetings may be conducted using conference facilities so long as each Trustee participating can hear all the others and any Trustee participating in such a conference shall be deemed to be present at the meeting.
14. The Managing Trustee shall be the Chairman for the meeting. If at any meeting the Chairman is not present, the Trustees present shall choose one of themselves to be the Chairman of such meeting.
15. The Minutes of the proceedings of every meeting of the Trustees shall be recorded in a book to be kept for that purpose and signed by the Chairman of meeting of the Trustees of such meeting or of the following meeting when read over and signed and shall be conclusive evidence of the business and other matters transacted at such meeting.
16. The Trustees shall be entitled to frame and from time to time alter amend and add to such rules and regulations for the purpose of carrying out the objects of the Trust and for its proper administration as they think fit PROVIDED HOWEVER no alteration, amendment or addition to such rules and regulations shall be made except at a meeting at which two third of the Trustees are present and with their consent.
17. Should any of the property belonging to the Trust be acquired by the Government or any other public body or bodies, the Trustees shall be entitled to withdraw the compensation allowed in respect thereof and to invest the compensation money in such manner as they shall think fit subject however to the provisions of the Income Tax Act, 1961 or any statutory modification thereof.

South Calcutta Public School

Amit Singh

Manager

SOUTH CALCUTTA PUBLIC SCHOOL

S. Samanta

The Trustees shall keep or cause to be kept proper books of account wherein shall be kept an account of the Trust Fund receipts and disbursement and shall appoint

a Chartered Accountant to be the Auditor of the Trust Fund and shall have the

accounts audited by the said Auditor once at least every year.

19. No Trustee shall be liable for any act or omission of the other or others of them and no Trustee shall be liable for any loss of the Trust properties unless caused by his/her wilful neglect.
20. The Trustee or Trustees of the Trust for the time being may reimburse himself/herself/themselves and pay and discharge out of Trust all expenses incurred in connection with the execution of the objects of the Trust according to the powers under these presents.
21. The Trustees may enter into contracts on behalf of the Trust for the fulfillment of any object of the Trust, if the Trustees think fit and proper in their discretion.
22. The Trustees shall be entitled to execute and give mutual power or powers of attorney, authorizing the other or others of them to act for the person or persons so giving the power in all matters connected with the Trust.
23. The Receipts granted by any one of the Trustees for any money, stocks, funds, shares, securities or investments paid, delivered or transferred to the Trust in exercise of the powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same there from and from seeing or from being bound to see to the application thereof or being answerable for the loss or misapplication thereof.
24. The Trustees may employ any person or persons to do any work connected with the Trust which Trustees may consider necessary or expedient in connection with the management of the Fund or the assets thereof and the necessary expenses of the Management and all expenses incurred by the Trustees in or about execution of the Trust powers or discretion hereof shall be debited to the Trust Account and the Managing Trustee shall have the power to terminate any of them.
25. The ~~Trustee~~ **Principal** shall be at liberty to sell the Trust property or such portion or portions thereof as they may deem fit and proper either by public auction or by private

SOUTH CALCUTTA PUBLIC SCHOOL

South Calcutta Public School

Amit Singh
Manager

or otherwise in all respect as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to recall the same without being answerable for any loss occasioned thereby and to execute all conveyance or other assurances and to pass valid and effectual receipt and discharges for all moneys received by them.

26. The Trustees may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs required to be done to the same and keep the same insured against other costs charges and expenses incidental to the administration and management of the Trust Estate and properties for the time being belonging to the Trust as they may in their absolute discretion think fit and proper.
27. The Trustees shall not apply any income or property of the Trust for any purpose which would have the effect of denying and/or withdrawing the benefits and/or exemptions granted under the taxation laws like Income Tax, Wealth tax, etc.

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

SIGNED AND DELIVERED by

the Settlor **RANADHIR BISWAS**

Ranadhir Biswas.

at Kolkata in the presence of:

1) *Prerona Sil*
Advocate
High Court, Calcutta

2) *Lopamudra Mitra*
Advocate
High Court, Calcutta

SOUTH CALCUTTA PUBLIC SCHOOL
S. Samanta
Principal

SIGNED AND DELIVERED by the

Trustees (1) **RANADHIR BISWAS,**

(2) **MRS NILIMA BISWAS** at Kolkata

Ranadhir Biswas.

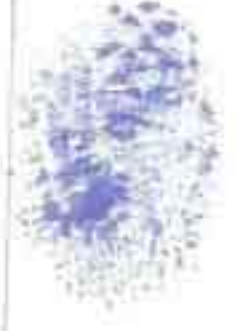
Nilima Biswas.

in the presence of:

South Calcutta Public School

Amit Singh

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl.No.	Signature of the executants/and/or Purchaser/ Presentants					
						
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
						
	Ranadhis Biswas	Thumb	Fore	Middle (Right)	Ring (Hand)	Little
						
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
						
	Nilima Biswas	Thumb	Fore	Middle (Right)	Ring (Hand)	Little
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
		Thumb	Fore	Middle (Right)	Ring (Hand)	Little

SOUTH CALCUTTA PUBLIC SCHOOL
S. Samanta
Principal

South Calcutta Public School

Amit Singh
Manager

Page No. 32
Page 154 of 167
Vol. No. 2401
Year 2008

9

DATED THIS 28th DAY OF APRIL 2008

BETWEEN

RANADHIR BISWAS

... SETTLOR

AND

RANADHIR BISWAS & ANR

... TRUSTEES



Additional Registrar of Assurances - III,
Kolkata

18/2/09



DEED OF TRUST

Ra-
Ra-
NI-

3-Pan

Registrar of Assurances
Kolkata

28 APR 2008

SOUTH CALCUTTA PUBLIC SCHOOL

S. Samanta
Principal

South Calcutta Public School

Amit Singh
Manager