

9160

IV

953

100Rs.



Admissible under Rule 21 duty stamps

under the Indian Stamp Act-1899

as also as amended by W. Bengal

Stamp Amendment Act-1948

Schedule IA No. 58A, 5d,

See Field as under.

A 99

E 7

106

Deed of Trust. 7-6-94

1. R. P. Mishra

2. Billa Singh

Settlers.

And-

1. Shyamdeo Rai

2. Smt. Sarajet Kaur

3. Vinod Rai

4. Rajesh Singh

... Trustees.

A 99

E 7

106

Settlement of A & B

10,000-

Rajeshwar Mishra

dt 7/6/94

100Rs.



DEED OF TRUST

Rajendra Lal Mitra

THIS INDENTURE made on this the 17th ^{June} ~~May~~ 715 
day of ~~May~~, One thousand Nine Hundred Ninety
Four B E T W E E N SRI R. P. MISHRA son of
SRI K a p i l Mishra by faith Hindu by
occupation a teacher residing at 133/5 ,
Raja Rajendra Lal Mitra Road, Calcutta-700085
and (2) BILLU SINGH son of Sri Sardara Singh
by faith Hindu by occupation business resid-
ing at premises No. 456/1, P.K. Guha Road,

... 2

100Rs.



-2-

P.S. Dum Dum, Calcutta-700028 hereinafter called the SETTLORS (which term and expression shall , unless excluded or repugnant to the context, mean and include their respective heirs, successors, administrators , executors, representatives and assigns) of the ONE PART A N D (1) SRI SHYAM DEO RAI son of Late Ram Bahal Rai residing at 456/1, P.K. Guha Road, P.S. Dum Dum, Calcutta-700 028, (2) SMT.SARJIT KAUR wife of Sri Sardara Singh residing at premises No. 456/1, P.K. Guha Road, P.S. Dum Dum, Calcutta-700028

... 3.

100Rs.



-3-

(3) SRI VINOD RAI son of Sri Shyam Deo Rai residing at 456/1, P.K. Guha Road, P.S. Dum Dum, Calcutta-700 028; And (4) SRI RAJESH SINGH son of Sri Sardara Singh residing at 456/1, P.K. Guha Road, P.S. Dum Dum, Calcutta-700 028 hereinafter collectively referred to as TRUSTEES (which term and expression, unless excluded or repugnant to the context shall mean and include the survivor and survivors of them and the successor or successors in office, as also the Trustee or Trustees for the time

... 4

being of the Trust hereby created) of
the OTHER PART .

WHEREAS the SETTLORS are desirous
of creating a Trust for the purpose of
imparting education , establishing schools,
and colleges, Homes for old and disable
people and hospitals for the benefit of the
general public irrespective of caste ,
creed, religion and sex .

AND WHEREAS the SETTLORS are desirous
of settling a sum of Rs. 10,000/- (rupees
ten thousand) only in equal shares upon
the Trust hereinafter mentioned.

AND WHEREAS the TRUSTEES have at the
request of the SETTLORS agreed to act as the
TRUSTEES of the TRUST herein created and to
hold the said sum of Rs. 10,000/- (Ten thousand
only) only the investment for the time being
representing the same and all other sums of
properties that might for the time form part
of the TRUST Estate upon the TRUST hereinafter
declared of and concerning the same as is

... 5.

testified to by their joining in and executing these presents.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the SETTLORS do and each of them doth hereby declare that they had before the execution of these presents handed over to the TRUSTEES the said sum of Rs. 10,000/- only (Rupees ten thousand only) TO HAVE AND HOLD the same unto the TRUSTEES absolutely and for ever upon the TRUSTEES and for the purposes hereinafter declared A N D the SETTLORS do hereby declare and the TRUSTEES do and each of them doth hereby declare that they the TRUSTEES shall hold and stand possessed of the said sum of Rupees Ten Thousand the investment for the time being and the investments which might form part of the TRUST ESTATE subject to the powers, provisions and declarations hereinafter contained.

1. The name of the TRUST shall be ALL INDIA EDUCATION TRUST.

2. The object of the Trust shall be as below :-

(a) To advance, promote and encourage

encourage general, commercial, technical, agricultural, industrial and other kinds of education amongst the people in general irrespective of caste , creed, sex , religion and nationality and place of birth.

(b) To Establish and maintain and / or grant aid to schools, colleges, libraries, Hostels and other similar institutions.

(c) To grant aid to institutions, promoting , establishing , supporting and / or maintaining institutions for the promotions of science, literature, fine arts, diffusion of useful knowledge, schools, colleges, laboratories, libraries, reading rooms, Ashrams for helpless persons and to construct, aid, and support any religious house as the Trustees may deem fit and proper.

(d) Establishing , maintaining , granting studentship, scholarships and other kinds of aid to poor students including supply of books, stipends, medals and other incentives to study and to provide food and residence for them.

(e) Establishing , maintaining , and / or granting aid to institutions for relief of the poor and helpless persons and advancement of education and also for the purpose aforesaid to grant periodical and other occasional held to deserving persons as the Trustees may think fit and proper.

(f) Promoting physical culture and education and improving the general health and physical development of the student community in particular and of the public in general by establishing , aiding and / or promoting gymnasiums, sporting clubs, physical culture homes and other like institutions.

(g) Founding and maintaining schools for the education of adults , boys and girls and giving donations, contributions and subscriptions to such existing schools at such places as the Trustees may think fit.

(h) To prepare and get prepared print, publish, sell , purchase, distribute gratis or at a nominal price or on concessional terms books, magazines, bulletins, leaflets, journals and other periodicals

for the spread and advancement of education among the general people.

(I) Helping or granting aid to such persons and/or other religious , social and educational institutions as the Trustees may in their absolute discretion think proper.

(j) To do all such other acts deeds and things as may be necessary for the social , religious and educational advancement of general people as the Trustees think fit and proper.

3. For the purpose of carrying out such objects as aforesaid the Trustees by a resolution passed by a majority of three fourt of their number shall be entitled to carry on such business and utilise the Trust Fund as they may think fit and proper time to time and to close and restart any such business provided that all such be carried on upon the Trust to utilise all such such profits that may be derived from such businesss entirely to the objects mentioned above.

Provided further that for the purpose of carrying on business or businesses the Trustees shall be entiled to do all acts, deeds and things

which an ordinary businessman is entitled to do.

4. The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of TRUST properties or in relation to the carrying out of the objects and purposes of the TRUST as well as of all the assets, credits and effects of the T R U S T properties. They shall also cause such accounts to be audited by a Chartered Accountant at least once a year and send copies thereof to the SETTLORS and to such other persons as the Trustees may think fit and proper.

5. THE TRUSTEES shall from time to time decide the particular object or objects for which the income of the TRUST properties should be utilised after meeting all the expenses of and incidental to the management of the Trust Properties.

6. The TRUSTEES may invest the Trust Fund either in the mortgage or purchase of immovable

or in deposits with or loans to any company, person, firm and corporation in which the Trustees may be directly or indirectly interested on such terms as the Trustees may think fit and proper. The Trustees shall have powers to alter, vary or transpose such investments from time to time in such manner they may in their absolute discretion think fit and proper.

7. The Trustees may from time to time open and maintain in the name of the Trust Bank Account and account in any Bank or Banks. Such Bank Account or accounts shall be operated by the Chairman and Managing Trustee in thier joint signatures in ordinary course of business and in the event when any or both of them suffered a disqualification to remain a Trustee of the Trust or in case of death of any or both of them the remaining Trustees shall operate the Bank or Banks Account or accounts jointly.

8. The Trustees shall be at liberty to sell such movable or immovable proerties forming part of the Trust Estate or Trust Fund either by public auction on such terms and conditions relating to title or otherwise in all respects as they may think fit and proper and to buy in

rescind or vary and contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and for that purpose to execute all necessary conveyances , transfers or assurances and to pass valid and effectual receipts and discharge for all moneys received by them.

9. The Trustees may pay all charges and outgoings payable in respect of an 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 may keep the same insured against loss or damage by fire and other risk and may incur all other costs , charges and expenses of an incidental to the administration and management of the TRUST ESTATE and properties for the time Being belonging to the Trust as they may think fit and proper.

10. The TRUSTEES may demise the immovable properties for the time being and from time to time belonging to the Trust either on yearly or monthly basis for any term or period or on monthly tenancies at such rent and subject to such covenants and terms as they may think fit and proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as they may think fit and proper.

11. The Trustees may accept any donation or contribution in cash or kind from any person or persons for the furtherance of the subjects and objects of the Trust or any one or more of them upon such terms and conditions as they may think fit and proper.

12. The Trustees may take over the management of any Trust or of any Charitable institution or public institution on such terms and conditions as they may think fit and proper and in consonance with the objects of the Trust.

13. The Trustees may raise or borrow money for the purposes of the Trust on a mortgage or pledge of Trust properties or any part of the same with or without securities at such rate of interest and on such terms and conditions as they may think fit and proper.

14. The Trustees shall have all powers to institute suits and all legal proceedings in the name of the Trust against any person, persons, firm or company and corporate body or association and against the State and the Trustees shall have all powers to defend any suit or action against the Trust and to settle and compromise and compound all actions, suits, proceedings, cases and differences and disputes relating to the Trust and Trust Properties without being personally liable for any loss occasioned thereby.

... 13.

settle , compromise and compound any action , suit, proceeding, case , differences and disputes relating to the Trust and Trust properties without being personally liable for any loss occasioned thereby.

15. The Trustees may join, co-operate and amalgamate the Trust of these presents or any portion thereof with any Trust or institution having allied or similar objects upon such terms and conditions as they unanimously may think fit and proper.

16. The Trustees would have all powers to frame rules and regulations for the purpose of carrying out the objects of the Trust and for managing the properties of the Trust and the Trustees may vary or alter or amend such Rules and Regulations as it may appear to the Trustees just , fit and proper in their discretion.

17. The Trustees shall have all powers to appoint any person to work for the Trust and to remove such person if the Trustees may think fit and proper.

18. The Trustees shall have all powers to do all acts, deeds and things whatever would be necessary for the purposes of carrying out the

objects of the Trust. The Trustees shall not act in any manner which shall be detrimental to the objects of the Trust.

QUORUM :

19. Three Trustees present in a meeting shall for quorum for any meeting of the Trustees.

20. Mr. Vinod Rai , the Trustee shall remain the Managing Trustee of the Trust during his life time unless he becomes insane or bankrupt or tenders his resignation and declines to remain a Trustee of the Trust. After the death of Mr. Vinod Rai or in case of his ceasing to be a Trustee of the Trust, The Trustees shall appoint another Managing Trustee by a majority decision taken at a meeting.

21. Mr. Shyam Deo Rai, the Trustee shall remain the Chairman of the Board of Trustees of the Trust till he survives unless he becomes insane or bankrupt or tenders his resignation and declines to remain a Trustee. After the death of Mr. Shyamdeo Rai or in case of his ceasing to be the Trustee of the Trust , the Trustees would be able to elect a chairman from and among themselves for the Board of the Trustees of the Trust.

22.. The Chairman of the Board of Trustees shall preside over all the meetings of the Trustees and exercise all the powers delegated to him by the Trustees. The Chairman in case of Equal division of Votes of the Trustees on any point shall have a second and casting Vote.

23. The Managing Trustee shall convene a general meeting of the Trustees every quarterly and shall be able to convene a special meeting of the Trustees in case of Emergency at a short notice. General meetings of the Trustees shall be held upon seven days clear notice to the Trustees in writing to be served upon them at their respective addresses registered with the Trust. In case any Trustee is not receiving a notice, such notice should be sent to him at his registered address under registered post.

24. The Managing Trustee may at his discretion and upon requisition of any one or more of the Trustees specifying the objects in writing shall convene the meeting of the Trustees within a fortnight from the date of receipt of such requisition.

If the Managing Trustee fails to convene a meeting upon such requisition by a Trustee or more Trustees within a fortnight, The Trustee or Trustees requisitioning shall be able to convene a meeting

of the Trustees after expiry of the period of a fortnight from the date of such requisition made to the Managing Trustee. For such purposes of convening a meeting the intending Trustee or Trustees shall serve upon all the Trustees a notice inviting them to attend the meeting fixing a date, time and place of such meeting stating the agenda of such meeting. The intending Trustees shall follow the procedure of service of notice in such cases.

25. All notices for convening a meeting general or special shall contain the date, time, place and the agenda or agendas and except with the consent of the majority of the Trustees present at a meeting no other subject shall be discussed in a meeting.

26. All meetings shall be presided over by the Chairman and in case of his absence of the Chairman the Trustees shall appoint a Chairman from among the Trustees present at the meeting to preside such meeting.

27. There shall be a book to be maintained by the Trustees which shall contain the minutes of every proceeding if a meeting and such minute Book shall be signed by the Trustees present at such meeting.

28. A person shall cease to be a Trustee of the Trust in any of the following events :-

- (a) if he or she dies ; or
- (b) if he or she without any intimation fails to attend meetings of the Trustees for more than a year ; or
- (c) if he or she becomes bankrupt or insane or otherwise becomes incapable of doing an act or to act; or
- (d) if he or she resigns his or her office; or
- (e) if he or she is requested to resign by all the remaining Trustees;

Provided that the disqualifications mentioned in clauses (b) and (e) shall not apply to the present Trustees.

Provided further that the disqualifications mentioned in clauses (b) and (e) can be cured by the Trustees at their discretion .

29. The Trustees may appoint an Additional Trustee if they think it necessary for the furtherance of the objects of the Trust but in no case the number of the Trustees shall exceed five .

30. The Vacancies in the office of the Trustees shall be filled by the Trustees from among the members of the family or families of the present Trustees. One member of the family of each of the present Trustees shall always be a Trustee of the Trust. If a Trustee vacates

vacates his or her office or dies, the remaining Trustees shall appoint a Trustee from the members of the family of such Trustee, who has vacated the office or died. In filling such vacancies the Senior member of such family would have preference over the junior member and the male member would have preference over the female member. In case no male or female member is available in the family of such outgoing Trustee, the remaining Trustees shall choose a member of the family of any of the other Trustees to fill up such vacancy.

31. SRI SHYAMDEO RAI SHALL be able to do all acts deeds and things in the name of the Trust as a Chairman of the Trust during his tenure as the Trustee-Chairman and after his death or ceasing to be a Trustee, the Managing Trustee of the Trust shall do all acts and deeds and things in the name of the Trust so long the new Chairman was not elected.

32. Smt. SARJIT KAUR shall be able to act as the Managing Trustee of the Trust during her life time and after her death or ceasing to be trustee, the Managing Trustee shall be elected and so long the post of Managing Trustee is not filled up in such cases the Chairman shall discharge the duties of the Managing Trustee.

33. The Chairman shall have a casting and second vote in case of equal division of votes at any meeting of the Trustees.

34. All questions at a meeting of the Trustees shall be decided by a majority of votes and in case of equal division of votes the Chairman shall have a second and casting vote ;

Provided that no question dealing with disposal of any property of the properties of the Trust will be decided and disposed of except in accordance with the unanimous votes of the Trustees for time being of these presents.

35. If an additional Trustee is appointed and he ceases to be a Trustee or removed by the permanent Trustees no member of the family of such additional Trustee shall be entitled to claim an appointment as Trustee.

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

Signed, sealed and delivered
in presence of :-

Ratneswar Palu Singh

B.M.V. Singh

1. Ashok Kumar Verma
Advocate

56/10, Kashi Nath Dutt Road,
Calcutta - 700036

2. Madan Lal Verma
Advocate

56/10, Kashi Nath Dutt Road,
Calcutta - 700036