

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये  
₹.1000

ONE THOUSAND RUPEES  
Rs.1000

पश्चिम बंगाल WEST BENGAL

506676



1650

Secretary of Administration  
- 8 SEP 2006

Registered under Section 17, duly stamped  
under the Act of 1908  
and the Act of Amendment of W. Bengal  
1928 and Amendment Act 1988  
No. 18 of 1988  
Fee paid in US\$ 1/-

58A

A 429/-

A 429

**THIS DEED OF TRUST** made this 6<sup>th</sup> day of September in the year Two Thousand Six by (1) SRI JAYANTA CHATTERJEE, Son of Ranjit Chatterjee, Village Lalpar, P. O. Chakdah, Dist. Nadia, West Bengal, Pin 741 222. AND (2) SRI ANIL PAUL son of Sarat Chandra Paul, A-10/8, Kalyani, Dist. Nadia, West Bengal, Pin No. 741235 AND (3) SRI ASIT BARAN PRAMANICK, Son of Jnanendra Nath Pramanick, P.O. & Village : Mandanpur, Dist.

₹. 40,000

Asit Baran  
Manager  
JRS Public School  
JRS Educational Trust

Asit Baran  
Principal  
JRS PUBLIC SCHOOL  
JRS Educational Trust



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 796592

Nadia, West Bengal, Pin 741245 AND (4) SRI AMIT BARAN PRAMANICK, Vill. & P.O. Madanpur, Dist. Nadia, West Bengal, Pin 741245, hereinafter called "SETTLORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, assigns and representatives) whereas the settlers have to be the Trustees under the said trust and become the First Trustees. (1) JAYANTA

Principal

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पश्चिम बंगाल WEST BENGAL

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CHATTERJEE (2) ANIL PAUL (3) ASIT BARAN PRAMANIK (4) AMIT  
BARAN PRAMANIK hereinafter called the **TRUSTEES** (which  
expression shall unless excluded by or repugnant to the subject  
or context be deemed to include their respective heirs, executors,  
administrators, assigns and representatives) and they shall be  
consider as permanent member of the Board of Trustees.

Principal

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A 796590

**WHEREAS:**

1. The aforesaid Settlers of these present on getting the inspiration from the great services rendered by other Educational Institutions decided to form a Public Educational Trust rendering services to the mankind and to spread the sense of Education/ Literacy to the cause of humanity.

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Manager  
JRS Public School  
JRS Educational Trust



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A 796589

2. To give effect to the above decision, the Settlers have settled the amounts of Rs. 40,000/- (Rupees Forty Thousand @ Rs. 10,000/- per settlor) unto the Trustees hereof with directions and objects as hereinafter contained.

The Trustees above named individually and collectively have agreed to act as Trustees of the aforesaid amount and such future

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accumulations, accretions, contributions and donations either in cash or in kind as may come into their hands, to be applied for the attainment of the objects of the trust and in accordance with the directions and provisions hereinafter specified.

**NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows :-**

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Manager  
JRS Public School  
JRS Educational Trust



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**1. SETTLEMENT:**

The Settlers have handed over and the Trustees have received and accepted the said amount of Rs. 40,000/- (Rupees Forty Thousand Only) in the mode and manner stated therein immediately prior to the execution of the deed, towards corpus of the trust fund subject to the directions and provisions as hereinafter contained,

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2. For effectuating the said desire of the Settlers the trustees do and each of them doth hereby agree and declare that they (the Trustees) shall and will hold and stand possessed the said amount made over to them as aforesaid, and such further sums of

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donations in cash or in kind and subscriptions as may be received from time to time by the Trustees and all the income with all accumulations thereof and the additions and accretions thereto and investments for the time being representing the same ( all of which shall hereafter be referred to as " TRUST FUND" upon the trust and under the conditions, provisions and declarations concerning the same and hereinafter contained.

**3. DIRECTIONS TO THE TRUSTEES :**

The Trustees shall hold money settled together with all other properties that may be acquired out of the same or in conversion thereof and all gifts, contributions, subscriptions, donations, requests and other money(ies) or properties as and when the said shall be paid to and vested in them and the money(ies) , investments and properties from to time representing the same, upon trust to apply the same for the objects and purposes and subject to other provisions concerning the same hereinafter contained.

**4. NAME OF THE TRUST :**

The name of the Trust shall be J. R.S. EDUCATIONAL TRUST ( in money of late Jnanendra Nath Pranamick , Late Rajat Gatterjee & Late Sarat Chandra Paul ) and the said name shall never be changed in future. The Trust created by the present shall be irrecoverable.

  
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#### 5. HEAD OFFICER UNITS AND BRANCHES :

The Office of the Trust shall be situated at Chakdah, P.S. Chakdah in the District Nadia in West Bengal being Principal Office where all the Books of Accounts and the belonging to the trust shall be kept and wherefrom the activities of the Trust with the administration and Management of the Trust shall also be transacted. This Office may be shifted or extended to any other place or places anywhere in India if so desired by the 3/4<sup>th</sup> majority of the Trustees. Besides this, Branch Offices and all units may be opened at Calcutta or at any other place or places within Indian and the same may be closed when 3/4<sup>th</sup> of the majority of Trustees may decide.

#### 6. OBJECTS OF THE TRUST :

- i) The main objects for which the Trust is created are -
  - a) To start open, run, continue educational and vocational institution including college in all discipline, management Education, Consultancy Engineering College, Law College, Electronic I. T. for the benefit of people at any place in India or abroad.
  - b) To engage teachers, professors, instructors, experts, other employees and agents etc. of good moral character and capable to impart efficiently and economically up-to-date instruction to



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students in modern sciences, industrial Advocates, research work, intellectual and other usual pursuits.

- c) To establish, maintain and run a boarding house and residential accommodation for students and those connected with the institution.
- d) To develop a healthy as well as critical attitudes towards the development of mental, physical and moral uplift of the students and those connected with the institution so as to make them good citizens.
- e) To accept donations, grants, presents and other offerings and to deal with the same for the purpose of the Trust.
- f) To charge tuition and other fees and otherwise recoup themselves for the outlay and expenses incurred for the upkeep and maintenance of institutions established for about to be established under this deed.
- g) To train and equip the pupil so as to be self-supporting in an honorable and decent way of life so as to develop into good, healthy and progressive citizens.

  
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Country including the tax laws applicable to the Charitable trust for the time being so that it may not loose its character of charitable nature as defined or laid down in any such laws and in particular under the Indian Income Tax Act and Indian Trust Act as amended from time to time.

**7. PROHIBITION :**

- i) That none of the objects of the trust shall at any time involve carrying of any activity for profit. The income assets and properties (both moveable and immovable) of the Trust whatsoever shall be applied forwards promotion of the objects of the Trust.
- ii) That the income or the assets of the trust fund shall not be applicable or transferred at any time in whole or in part for any purpose, other than education and welfare purpose, morefully described in clause (6) of this deed.
- iii) That the income or assets of the trust shall not be applied or used for the benefit of the authors of the trust, or any person who make substantial contributions or donations of the trust or any trustee or manager of the trust.

**8. ACCOUNTS BOOKS AND ACCOUNTING YEAR :-**

The Trustees shall cause true and accurate accounts to be kept of all money received and spent all the matters in respect thereof in

  
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course of management of trust properties or in relation to the carrying out the objects and the purposes of the Trust as well as of all the assets and liabilities of the Trust. The accounting year of the trust shall be First April to Thirty First March every year provided that the first such year shall commence and end on 31<sup>st</sup> March.

**9. POWERS OF THE TRUSTEES :-**

For the furtherance of the objects of the Trust the Trustees shall have all necessary powers authorities as be may be required for the administration and for the objects and purposes of the Trust and shall not be bound by any rules & regulations or laws as to investments or otherwise which restricts their such absolute authority in so far as the same can be done lawfully by these presents and in so far as the same can be done lawfully by these presents and in so far as the same dose not disentitled the Trust from availing the exemption that may be granted to the Trust for Charitable purposes under the revenue and other laws, including the Income Tax Act, which may be in force from time to time . Without prejudice to the generality of the foregoing, the Trustees shall have the following specific powers and authorities."

- a) The Trustees shall be at liberty at their absolute discretion to accept any property, contributions, collections and donation from

  
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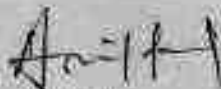
  
Principal  
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JRS Educational Trust

any person, persons firm or company or government or any other institutions for the advancement of the objects of the trust.

b) Subject to the restrictions and directions contained in these presents to apply the whole or part of the Income of the Trust - Fund for anyone or more of the objects of the Trust as the Trustees may in their discretion from time to time determine and deem fit.

c) To convert and deal with the trust property on such manner as the trustees may in their absolute discretion think fit to achieve the objects of the trust.

d) To invest and kept invested the trust fund to movable or immovable properties or in trust securities authorised by the Indian Trust Act, 1982 and Income Tax Act, 1961 as amended from time to time or in other securities of or in deposits with or loans to any Government, Semi Government authority, bank, and in whom any of the Trustees, founders, substantial contributors and/or his/their respective relative (s) do not have any substantial interest as defined in the Trade Tax Act, 1961 on such terms as to security, interest and repayment as they may be their discretion think fit, for other of the same or of alike or different nature provided that the investments, loans and/or deposits shall be held either in the name of the Trust.



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t) The Trustees shall be entitled to institute, defend, prosecute, continue, comprise any suit, appeal, revision, reference, Civil, Criminal insolvency, revenue, income-tax etc. matters before any court, tribunal public office, statutory body, Commission Judicial proceedings, quasi-judicial proceedings and to sign pleadings, petitions, affidavits, tubules, statements, notices and all other documents as may be necessary in such proceedings on behalf of the Trust either in any of the above matters or in respect of any properties belonging to the Trust without being liable for any loss occasioned thereby.

**10. CESSATION AND DISQUALIFICATION OF MEMBERS AND TRUSTEES :**

a) Following persons shall be disqualified from becoming members and trustees :

- i) persons of unsound mind.
- ii) Insolvents and bankrupts.
- iii) Persons convicted on charges of moral turpitudes by any competent Court.

b) A trustee shall vacated office and a member shall cease to be a member in the following events :

- i) Resignation or death.
- ii) Removal ( as provided hereafter)
- iii) becoming disqualified under clause (a) above.

  
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**c) REMOVAL OF THE TRUSTEE :**

A living founder settlor and the trustee for the time being by three fourth majority resolve that the continuance of any trustee is prejudicial to the interest of the trust or a resolution by the circulation, approved by 3/4<sup>th</sup> majority of living founder settlor and trustee members for the time being after having given such affected trustee a reasonable opportunity of being heard and after considering his representation, if any the trustee about whom the resolution is adopted shall be deemed to have been removed.

**d) VACANCY IN THE BOARD OF TRUSTEE :**

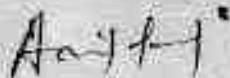
If any vacancy arise in the Board of Trustees, on account of death, incapacity or persistent neglect of any trustee, the remaining trustees may co-opt any person preferably from the family members of the deceased factors.

**e) REMOVAL OF MEMBER :**

If any member is found acting contrary to the interest of the trust, the trustees by 3/4<sup>th</sup> majority can remove such member after giving an opportunity of being heard to such member.

**11. MEETINGS OF THE TRUSTEES :**

i) The trustees shall hold at least one meeting of the Board of Trustees in every quarter.



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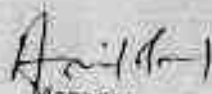
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n) The meetings of the trustees can be convened by giving not less than four days notice by the Managing Trustee or the Secretary of the Trust. In case of emergency in the opinion of the Chairman meeting may be held after giving 24 hours notice.

iii) Subject to other provisions of these presents, all decisions at the meeting of the Board of Trustees will be taken by majority of these present and voting. In the event of a tie (a) the Chairman of the Board of Present in meetings. (b) in other cases, the resolution shall be taken as not passed, (c) any resolution of the trustees taken by circulation among all of them and consented to in writing by a majority of them, shall be as effective as a resolution taken at duly convened and constituted meeting. Any resolution passed by the majority of the Trustees at any meeting of the Board of Trust shall be final and binding on all trustees. The resolution passed without any meeting of the Trustees but evidenced in writing under the hand of at last by 3/4<sup>th</sup> Trustee shall be valid and effective as a resolution only passed at the meeting of the trustees. The said resolution shall be placed at the next meeting of the Board of Trustees for formal approval.

iv) The quorum for the meeting of the Board of Trustees shall be three trustees present at the time when resolution is adopted.



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b) The Board of Trustees may from rules, from sub-committees or other functioning bodies and authorize any trustee for any particular function for effectives functioning of the Trust for implementation of the objection of the Trust from time to time.

c) The Trustee shall have the power to borrow money from any Bank of Financial Institution or any Trustee or individual for the purpose of the Trust.

**IN WITNESS WHEREOF** the Settlor and the Trustees have exerted these presents on the day month and year first above written.

**SIGNED AND DELIVERED BY**

The **SETTLOR** at Calcutta in the

Presence of:

*Momin*  
Secretary, Calcutta

1. *Jayanta Chatterjee*
2. *Anil*
3. *Asit Baran Ramanick*
4. *Anil Baran Ramanick*

**SIGNED AND DELIVERED BY**

The **TRUSTEES** at Calcutta in the

Presence of:

*Chiranjib Das*  
113 Avenue Road  
K61-75

1. *Jayanta Chatterjee*
2. *Anil*
3. *Asit Baran Ramanick*
4. *Anil Baran Ramanick*

*Anil*  
Manager  
JRS Public School  
JRS Educational Trust

*S.P.*  
Principal  
JRS PUBLIC SCHOOL  
JRS Educational Trust

# SPECIMEN FORM FOR TEN FINGERPRINTS



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

*A. Smith*  
 Manager  
 JRS Public School  
 JRS Educational Trust

*[Signature]*  
 Principal  
 JRS PUBLIC SCHOOL  
 JRS Educational Trust

79  
202  
2006  
1767

DATED THIS 6<sup>th</sup> DAY OF Sept 2006



Registrar of Assurances  
Kolkata  
9-9-06

BETWEEN

SRI JAYANTA CHATTERJEE & ORS.

SETTLORS

AND

SRI JAYANTA CHATTERJEE & ORS.

TRUSTEES

THIS DEED OF TRUST



Registrar of Assurances  
Kolkata  
- 6 SEP 2006

Jr  
A.C.  
A.C.

52-4

M/S. P. BASU & CO.  
SOLICITORS & ADVOCATES  
10, OLD POST OFFICE STREET,  
KOLKATA - 700 001.

*Anjali*  
Manager  
JRS Public School  
JRS Educational Trust

*S.P.*  
Principal  
JRS PUBLIC SCHOOL  
JRS Educational Trust