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IV-642/12



पश्चिम बंगाल WEST BENGAL

K 456342

certified that the document is genuine
 & registration, the signature sheets and
 the endorsement sheets attached with
 this document are part of this document

24/11/12
 21/11/12
 2 NOV 2012

DEED OF TURST

THIS DEED OF TURST is made on this the 2nd Day of November, 2012

BETWEEN

MD. ABDUR ROB, son of Late Yeaqub Ali, by faith - Muslim, by occupation - Business, by Nationality & Citizenship-Indian, aged about 54 years residing at Village - Ajodhya Nagar, Post Office - Sirakole, **Police Station-Usthi**, District - South 24-Parganas, West Bengal, hereinafter referred as the **SETTLOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns etc.) of the **ONE PART**.

Nahman Nov.

No. 37 - 500/- Date 01/11/12
 For: ABDUR RAG WELFARE & EDUCATION TRUST
 Address: VILL. AJODHYA NAGAR, P.S. USTHI, DIST - 24 PGS (2).
 Vendor Sri. Subhankar Das
 Alipur Collectory
 24 Pgs. (S)
 SUBHANKAR DAS
 STAMP VENDOR
 Alipur Police Court, No. 27

37 - 500/-
 38 - 100/-

 138 = 600/-



Non-Registered
 Alipore
 2070027
 2 NOV 2012

Identified by
 Kazi Hasamur Rahman Advocate
 Alipore Police Court
 Kolkata - 700027



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 123739

AND

(1) **MD. AHSANULLA**, son of Md. Abdur Rob, by faith - Muslim, by occupation - Student, by Nationality & Citizenship-Indian, aged about 23 years; (2) **SNEHA KHATUN**, daughter of Md. Abdur Rob, by faith - Muslim, by occupation - Student, by Nationality & Citizenship-Indian, aged about 19 years, both residing at Village - Ajodhya Nagar, Post Office - Sirakole, **Police Station-Usthi**, District - South 24-Parganas, West Bengal, hereinafter referred to as the **TRUSTEES** (which expression shall, where the subject or context so admits, be deemed to include the survivor or survivors of them and their respective heirs, executors, administrators, representatives and assigns as also the **TRUSTEE or TRUSTEES** for the time being of the **TURST** hereby created) of the **OTHER PART**.

Handwritten signature

WHEREAS for various benevolent reasons and considerations moving unto the settler herein and in order to foster the advancement of Education: either General, Technical, Vocational, Medical including technical, non-technical and Paramedical courses, hereby the **SETTLOR** is desirous of establishing institution / institutions to provide category of education of the same for the society setting up the establishment / institution in the name of the said Irrevocable Trust for the said purpose.

AND WHEREAS the **SETTLOR** is absolutely seized and possessed of or otherwise well and sufficiently entitled to inter-alia, of a fund comprising of a sum of **Rs.10,000 (Rupees Ten Thousand)** only contributed by him.

AND WHEREAS the **SETTLOR** to fulfill his objects and purposes in the interest of the beneficiaries and/or for other good and lawful consideration, is desirous of setting apart the said fund of **Rs.10,000/- (Rupees Ten Thousand)** only in Trust for the welfare and the benefit of the beneficiaries).

AND WHEREAS the Trustees have, at the request of the **SETTLOR** agreed to act as the first Trustees of the Trust created by these presents;

AND WHEREAS for the purpose of effectuating such desire and for the purposes and objects of the Trust, the **SETTLOR** has delivered the said fund of **Rs.10,000/- (Rupees Ten Thousand)** only to the Trustees with therefrom including all accretions thereto in trust subject to the powers and duties and obligations as hereinafter expressed which the Trustees have agreed to do.

NOW THIS INDENTURE WITNESSETH as follows:

- A. For effectuating the settlement, the **SETTLOR** doth hereby transfers and assigns unto the Trustees all the said sum of money of **Rs.10,000/- (Rupees Ten Thousand)** only and their beneficial right or interest therein, including the investment thereof representing the same and all additions thereto, accretions thereof or the accumulated income therefrom and all other properties that

may be acquired out of the same or may be subject to the Trust, hereinafter referred to as the "Trust Property", TO HAVE AND HOLD THE same in trust for welfare and benefit of the beneficiaries and for the purposes, objects and trusts in such manner and to such extent as expressed herein.

- B. The Trustees hereby covenant with the **SETTLOR** that the Trustees shall stand and be possessed of the said sum of **Rs.10,000/- (Rupees Ten Thousand)** only and all income arising therefrom in or upon Trust subject to their powers and duties as provided hereinafter.
- C. It is hereby declared and agreed by and between the parties to these presents that the Trustees shall apply at the first instance the income or usufructs of the Trust Property and thereafter the corpus thereof for discharging all its statutory or legal liabilities and/or other obligations as may be required for proper administration of the Trust and/or its assets and properties.
- D. The Trust hereby created shall be irrevocable and shall not, in any circumstances, ensure for the benefit of the **SETTLOR** and the **SETTLOR** shall not, reserve any interest whatsoever in the Trust Property or in any income or portion thereof under any circumstances.

If the Trust fails or is held to be invalid for any reason / reasons there shall be no resultant Trust in favour of the **SETTLOR** and that the assets of the Trust shall be utilized for the uses, purposes and objects of the Trust created herein.

The aforesaid **Public Charitable Trust** hereby created shall be known as **Abdur Rob Welfare & Education Trust** hereinafter referred to as the said Trust.

- E. The Trustee or the Trustees for the time being of the said Trust shall hold, stand seized and possessed of the "Trust Property" and

all other properties which may hereafter belong to the said Trust and also the incomes usufructs of all such Trust properties upon Trust to be used and/or applied for all or any of the following charitable objects and uses.

- a) Promoting, establishing, equipping, erecting, maintaining and/or grating all or other financial assistance to schools, colleges, medical colleges, dispensaries, hospitals, laboratories, hostels, public rest houses, libraries and any other similar works in furtherance and dissemination of education in general medical/engineering and/or any other streams.
- b) Establishing and maintaining scholarships and/or granting aid to the poor students either as absolute gift or as loan upon terms and conditions as to repayment without or with interest as the trustees in their absolute discretion may think fit and proper.
- c) Granting aid to poor students and/or poor and indigent people for their maintenance and/or housing and/or education of children of poor and indigent people and also for granting aid to persons of public utility.
- d) Establishing, maintaining and granting aid to public charitable institutions for advancement of education in any stream, medical relief and/or other objects of general public utility and/or for granting aid to poor and destitute persons. Establishing and/or maintaining house for aged persons and/or persons who are physically or mentally unfit and/or granting aid to them for earning their livelihood.
- e) Granting aid to promote, establish, support and/or maintain institutions for the promotion of science and/or literature and/or technical and/or medical science for diffusion of useful knowledge.

AND IT IS HEREBY DECLARED as follows:

1. That the office of the Trust shall be situated at **Village - Ajodhya Nagar, Post Office - Sirakole, Police Station - Usthi, District - South 24-Parganas**, but the said office may be shifted and/or any other office can be purchased, taken on lease or under tenancy under rent in the name of the Trust at any other place or places as the Trustees may think fit and proper from time to time.
2. The Trust shall keep and maintain proper accounts of all monetary transactions (in relation to the said Trust), be the same are receivables from or payables to whomsoever person / persons / Institution / Institutions / semi-Government / Government authorities / organizations. All such accounts shall be properly maintained in the books of accounts of the Trust and shall be closed on or by **31st March every year** and thereafter, as soon as practicable, general accounting shall be taken off the same and such Annual Accounts shall be placed at a meeting of the Board of Trustees for its consideration and adoption.
3. The Trustees hereby declare their absolute discretion but subject to the purposes, uses and objects of the Trust to undertake any business ventures for and on behalf of the trust by utilizing the Trust fund / funds or any part thereof for the purposes of the trust thereof, and the trust may enter into any undertaking for and on behalf of the Trust and represent the Trust in such business / businesses.
4. The Trustee / Trustees may raise loan / loans / financial assistance from various person / persons / bank / banks / financial institution / Institutions / Govt. / Semi-Govt. with or without interest and on such terms and conditions they may feel fit to consider beneficial for the interest and gain of the

Trust.

5. The Trustees, in their absolute discretion and by majority decision, shall from time to time pay such sum of money to any or all of the beneficiaries out of the income and/or corpus of the Trust and any such payment shall however be for the purposes, objects and uses of the Trust.
6. The Trust hereby created to all intents and purposes shall be irrevocable.
7. That it has been decided in sound mind and health that **Md. Ahsanulla**, one of the Trustees, shall be the **FIRST MANAGING TRUSTEE** of the Trust and shall take decisions in consultation with other Trustee or Trustees. In case any difference of opinion between the Managing Trustee and other Trustee / Trustees in the discharge of duties, functions and decisions for the benevolence of the Trust, the opinion of the majority of the Trustees shall prevail. Further, in the event of taking any decision / decisions / duties and functioning of the trust, if the Trustees are equally divided, then under such circumstances the opinion of the Managing Trustee shall prevail, and cannot be disputed, rejected and or stopped by any of the other trustee / trustees and such decision / decisions / duties and functioning of the trust by the Managing Trustee i.e. **Md. Ahsanulla** shall be treated and entitled as final decision without foregoing generally of this clause.
8. The Board of Trustees shall have the following powers:
 - a) To invest and to keep invested the Trust property whether representing the corpus of income in such investments as the Trustees may in their absolute discretion think fit and proper with full liberty and power to invest and keep invested the same either in purchase of approved

securities or immovable properties and in loans with or without security from any bank, financial institutions or to invest in any share, stock or debenture of any company or in any loan of Central or State Government or deposit with any scheduled bank as provided under the provisions of Indian Trust Act, 1882 and the Trustee(s) shall have every power to enter into any MOU or Agreement or Contract with any person(s), institution(s), organization(s), authority/authorities, Govt., Semi-Govt., Bank(s), financial Institutions(s) or N.G.O.(s) etc.

b) The Trustees may open Bank Accounts with any nationalized and/or private bank / banks in Kolkata and any other parts of the country, as it may consider necessary for functioning of the Trust and such Account or Accounts may be authorized by the Board of Trustees from time to time.

c) To raise loan from Bank / Banks / Financial Institution / Institutions / General public / organizations / Govt. / Semi-Govt. / Non Govt. organizations under terms and conditions as it may deem fit for the benevolence and purpose of the trust and to pay back the loans including interest from time to time as may be agreed by the trust and the trust shall also mortgage / charge any / all movable or immovable, fixed and or liquid assets to the said Bank / Banks / Financial Institution / Institutions / General public / organizations / Govt. / Semi-Govt. / Non Govt. organizations.

d) To let-out, lease, sell, transfer, alienate, mortgage and/or otherwise deal with any movable or immovable property that may comprise in the Trust.

e) To accept further donations or contributions either in cash or in kind from all sources of people but not limited to including the Settlor and/or his relations / friends / well wishers / respectable citizens and organizations of all kinds

for the objects, uses and purposes of the Trust.

f) To settle, compromise, compound and abandon, institute or refer to arbitration and or any suit, proceedings, actions, disputes, claim or demand whatsoever regarding the Trust.

9. Subject to the provisions made herein, any Trustee / Trustees may delegate in writing all or any of his /their power / powers under these presents to his co-trustee / Trustees who shall be entitled to exercise such delegated power or powers in the same manner as the Trustee / Trustees himself is entitled to.
10. The Board of Trustees may met, from time to time, for observing the activity / activities and functioning of the Trust and the Managing Trustee shall be empowered to summon a meeting of the Board of Trust as and when the Managing Trustee may deem fit and urgent for the benevolence of the trust and that the trustee / trustees shall be under the compulsion to attend such meeting for the benefit and smooth functioning of the trust. The quorum of such meeting of the Board of Trustees shall be constituted by minimum two trustees and in case the other trustee fails to attend such meeting for the time being subject to the minimum time the Managing Trustee however, shall execute and deliver his decision / decisions for the benevolence of the trust and said the decision / decisions of the Managing Trustee shall prevail and shall be treated as final decision.
11. The Trust may appoint from time to time as and when required person / persons / organization / organizations / corporate houses for the functioning and management of the Trust and its activities including secretaries, Manager, Consultant, Lawyers, employees providing salaries / fees / commission / revenue etc. for the purpose of management

and supervision of the Trust Estates and all activities of the Trust.

12. The trustees may establish / shift its office at such place / places from time to time as they may deem fit. The Trustees may reimburse themselves and pay and discharge out of the Trust Fund the amount incurred by them in execution of their duties under this present including travelling expenses.
13. The Trustees hereby declare that the Managing Trustee shall also act as the Chairman of the said trust and he shall hold the said position "Chairman", unless he decides to resign and or refuses to act as the Chairman of the said Trust and or otherwise cease to be a Trustee.
14. In case of vacancy to the post of the Managing Trustee, due to resignation, incapability or demise of the Managing Trustee, the post may be filled up from the remaining trustees by majority vote.
15. Notice of the meeting of the Trustees and all communications may be sent to the Trustees at their addresses registered in the records of the Trust.
16. All meetings of the Trust shall be held at places and time as may be decided by the Managing Trustee of the Trust.
17. If a Trustee is unable to remain present at meeting of the Trust, he may send his views on the Agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
18. The Managing Trustee shall be empowered to provide for safe custody of all funds, security and other valuables of the Trust and of all papers and documents including the books of accounts and shall cause maintenance of proceedings of the

meetings of the Board of Trustees recorded in proper books kept and maintained at the Trust Office.

19. The number of the Trustees shall under no circumstances be less than two and more than ten. A Trustee shall however be at liberty to resign on giving one month's prior notice to all other Trustees expressing his intention to do so.
20. Any vacancy in the Board of Trustees, whether caused by resignation, incapability, death, otherwise, shall be filled up by appointment made by the continuing or surviving Trustees and the Trustee so appointed shall have all powers and authorities as the continuing or surviving Trustees and all Trust Properties shall, on such appointment, vest in him along with the surviving or continuing Trustees with all powers and authorities as provided in these presents.

In the same manner the Trustees, for the time being of the Trust may subject to the provision contained herein for the number of the Trustees be limited to ten in the maximum and the Managing Trustee shall be the sole responsible authority for appointment of new Trustees, the Trust property shall vest in him or other with the powers and authority as if have been appointed originally under the original Trust Deed.

21. The Provision of the Indian Trust Act, 1882 shall apply where no provision has been made in these presents.

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

SIGNED, SEALED AND DELIVERED by the withinnamed SETTLOR at Kolkata in presence of:

Md Abdur Rob

SIGNATURE OF SETTLOR

1. *Md. Ahannulla*

2. *Sneha Khatri*

SIGNATURE OF TRUSTEES

WITNESSES:

1. *Subir Ghosh*
Alipore Police Court
Kolkata - 27
2. *Goutam Kundu*
60 Prince Anwar Shah Road
Kolkata - 700033

**DRAFTED BY AND PREPARED
IN THE OFFICE OF**

Kazi Hasanur Rahman Adv.

**KAZI HASANUR RAHAMAN
Advocate**

**Alipore Police Court
Kolkata-700 027.**

Computer typed by:

Kamal Sen
**Kamal Sen
Alipore Police Court
Kolkata-700 027.**

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08700 / 2012, Deed No. (Book - IV , 00642/2012)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Abdur Rob Ajodhya Nagar, Thana:-Usthi, P.O. :- District:-South 24-Parganas, WEST BENGAL, India,	 02/11/2012	 LTI 02/11/2012	Md Abdur Rob 2.11.12

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Abdur Rob Address -Ajodhya Nagar, Thana:-Usthi, P.O. :- District:-South 24-Parganas, WEST BENGAL, India,	Self	 02/11/2012	 LTI 02/11/2012	Md Abdur Rob
2	Md Ahsanulla Address -Ajodhya Nagar, Thana:-Usthi, P.O. :- District:-South 24-Parganas, WEST BENGAL, India,	Self	 02/11/2012	 LTI 02/11/2012	Md. Ahsan ulla
3	Sneha Khatun Address -Ajodhya Nagar, Thana:-Usthi, P.O. :- District:-South 24-Parganas, WEST BENGAL, India,	Self	 02/11/2012	 LTI 02/11/2012	Sneha Khatun

Name of Identifier of above Person(s)

Kazi Hasanur Rahaman
 Alipore Police Court, P.O. :- ,District:-South
 24-Parganas, WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date

Kazi Hasanur Rahaman
 21/11/2012



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : IV - 00642 of 2012
(Serial No. 08700 of 2012)

On

Payment of Fees:

On 02/11/2012

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 : 58A, 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:

Amount By Cash

Rs. 106.00/-, on 02/11/2012

(Under Article : A(1) = 99/- ,E = 7/- on 02/11/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-10,000/-

Certified that the required stamp duty of this document is Rs.- 525 /- and the Stamp duty paid as: Impressive Rs.- 600/-

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

Presented for registration at 11.45 hrs on :02/11/2012, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Abdur Rob ,Executant.

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

Execution is admitted on 02/11/2012 by

1. Abdur Rob, son of Lt. Yeaqub Ali , Ajodhya Nagar, Thana:-Usthi, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Md Ahsanulla, son of Md Abdur Rob , Ajodhya Nagar, Thana:-Usthi, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Student
3. Sneha Khatun, daughter of Md Abdur Rob , Ajodhya Nagar, Thana:-Usthi, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Student

Identified By Kazi Hasanur Rahaman, son of , Alipore Police Court, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Muslim, By Profession: Advocate.



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2

02/11/2012 12:48:00



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : IV - 00642 of 2012
(Serial No. 08700 of 2012)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV













(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

PHOTO	left hand					
	right hand					











Name

Signature

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					











Name MD. ABDUR ROB

Signature MD. Abdur Rob

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name MD. AHSANULLA

Signature MD. Ahsanulla

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SNEHA KHATUN

Signature Sneha Khatun

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 2
Page from 2092 to 2110
being No 00642 for the year 2012.



Ashoke Kumar Biswas

(Ashoke Kumar Biswas) 02-November-2012
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal