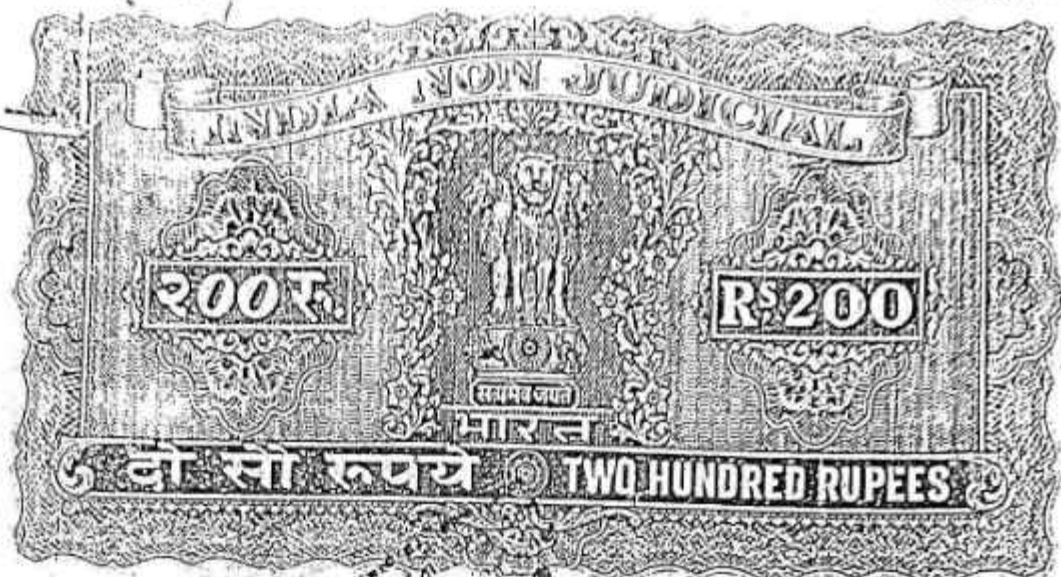


TRUSTEE

2105

200 Rs



THIS INDENTURE OF TRUST made this 15th day of June 1954 One thousand nine hundred and ninety nine BETWEEN SATYAM ROYCHOWDHURY, son of Rabindra Nath Roychowdhury, by occupation business residing at Kapasdanga (old), Post Office and District Hooghly, West Bengal hereinafter referred as the "SETTLOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs executors administrators representatives and assigns) of the ONE PART AND Asoke Kumar Ray, son of Ajit Kumar Ray deceased residing at Vivekananda Road, Pipulpati, Post Office Hooghly in the District of Hooghly in the State of West Bengal

ATTESTED

Secretary & Headmaster
KOLA UNION HIGH SCHOOL
(Govt. Sponsored)
Ratnagat, Purbha Medinipur

A N D

Satyan Roychowdhury, son of Rabindra Nath Roychowdhury, by

নং- ৪২৪৭ তারিখ- ৩০/৫/৯৯
 জেতার নাম- Chyuan Ray Chowdhury
 বা- Kapandepa (old) P.O. & S.M. Hooghly
 ইলেক্ট্রনিক্স- ১১১ - ১১১ তারিখ
 ইলেক্ট্রনিক্স- ১১১ - ১১১ তারিখ

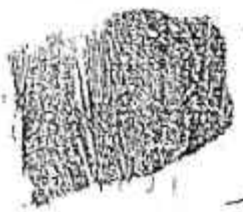
বিধান মন্ত্রক (সংস্কৃতি ও
 এ. ডি. এ. এ. অফিস

জন্ম তারিখ
 মোট টাকা কত টাকা - 7 MAY 1999
 এই হিসাব মোতাবেক মোট টাকা
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 মোট টাকা - ৩৪ ০০০০

..... Asoke Kumar Ray
 Addl District Sub-Engineer
 Dibrugarh (Mk. Labr)
১.৬.৯৯



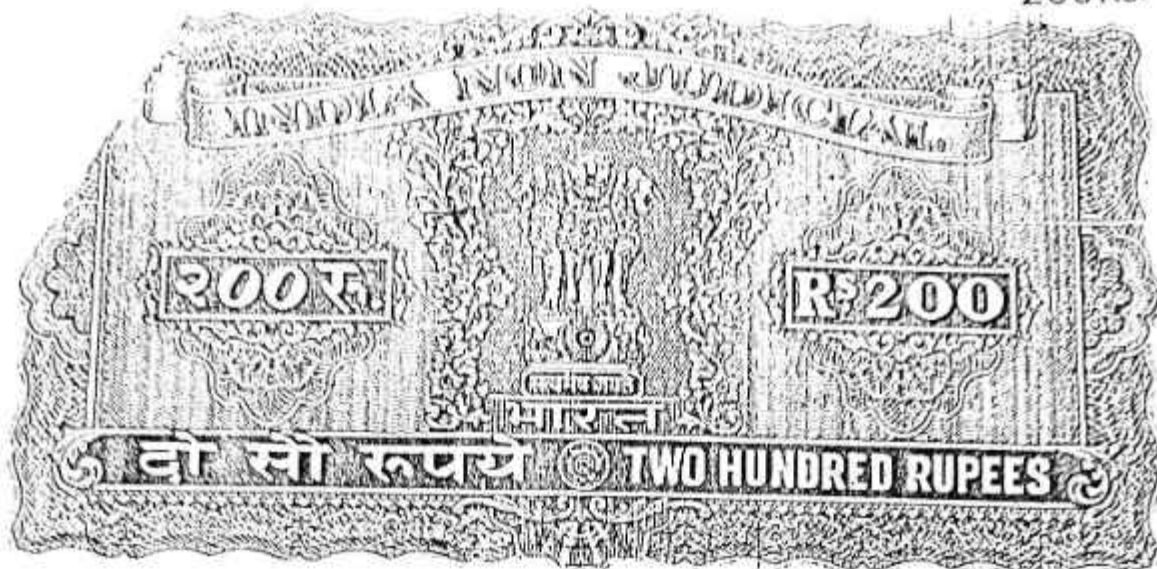
Asoke Kumar Ray
 (Signature)

Asoke Kn. Ray
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Goutam Bhattacharya
S/o. Goutam Bhattacharya
৩২/২৭ Doken Bagan Lane
Sanskarn, Hooghly
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Goutam Bhattacharya
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Satyam Roychowdhary
Asoka Kumar Ray

occupation Business residing at Kapasdanga (old), Post Office and District Hooghly, 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 and assigns as also the TRUSTEE or TRUSTEES for the time being of the TRUST hereby created of the OTHER PART.

WHEREAS for various benevolent reasons and considerations moving unto the Settlor herein and in order to foster the advancement of Education - General, Technical and Medical - the Settlor is desirous of establishing institutions and setting the said property on trust irrevocable

Sd/- J. K. Singh
Sd/- K. K. Singh

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 fulfil his object 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 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 objects and trusts. The Settlor has delivered the said fund of Rs. 10,000/- (Rupees Ten Thousand) only to the Trustees with the intention that they shall hold the said sum and the income arising 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

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 named hereinafter 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 falls or is held to be invalid for any reasons there shall be no resultant Trust in favour of the Settlor but the assets of the Trust shall be utilised for the uses purposes and objects of the Trust created herein.

The aforesaid public charitable Trust hereby created shall be known as "THE ACADEMY OF ENGINEERING AND MANAGEMENT TRUST" herein after referred to as the 'said Trust'.

*Dr. S. S. Srinivasulu
Asst. Secy. Kumar Rao*

- E. The Trustee or Trustees for the time being of the said Trust shall hold and stand seized and possess 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 ~~res~~ rest houses, libraries and any other similar works for 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;
 - x c) granting aid to poor students and/or poor and indigent people for their maintenance and/or housing and/or for education of children of poor and indigent people and also for granting aid to persons of objects of public utility;

Sd/- Jagan Roy Choudhury
Attn: K. K. K. K.

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;

e) establishing, maintaining and/or granting aid to house aged persons and persons physically disabled or unfit for earning their livelihood.

f) 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 also as follows :

1. That the office of the Trust shall be situated at FC-85, Salt Lake, Sector III, Calcutta - 700 091, with a city office at 48, P. Mazumdar Road, Calcutta - 7B, but the said offices may be shifted to any other place or places as the Trustees may think fit and proper.
2. The Trust shall keep and maintain proper accounts of all moneys received by it and/or payments or disbursements made out of the same. Such accounts shall be kept properly posted and closed on 31st March every year and thereafter, as soon as practicable, a general accounting shall be taken of the same and such Annual Accounts shall be placed at a meeting of the Board of Trustees for its consideration and adoption.

Satyan Roychowdhury
Arun Kumar Roy

3. The Trustees may, in their absolute discretion but subject to the purposes, uses and objects of the trust undertake any business venture for and on behalf of the Trust by utilising the Trust fund or any part thereof and for and for the purpose thereof may enter into any undertaking for and on behalf of the Trust and represent the Trust in such business.
4. The Trustee, if though fit, may raise loan or loans from such person or persons with or without interest and on such term or terms as they may consider beneficial to the interest of the Trust.
5. The Trustees, in their absolute discretion and by majority decision, shall from item 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. Sri Satyam Roychowdhury, one of the Trustees, shall be in the FIRST Managing Trustee of the Trust and shall take decisions in consultation with other Trustee or Trustees. If there is any difference of opinion between the Managing Trustee and other Trustees in the discharge of functions of the Trust or in any matter concerning or in relation to the Trust, then the opinion

Sd/-
For the Board of Trustees

of the majority of the Trustees shall prevail. But in the event of taking any such division, if the Trustees are equally divided, then the opinion of the Managing Trustee shall prevail. Without foregoing generality of this Clause, the Board of Trustees shall have the following powers :-

- a) To invest and to keep invested the Trust property whether representing the corpus or 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 Govt. or deposit with any Scheduled Bank, as provided under the provisions of Indian Trust Act.
- b) The Trustees may open Bank Account or Accounts with any nationalised Bank or Banks both in Calcutta and outside as they may consider necessary for proper functioning of the Trust and such Account or Accounts may be operated by such number of the Trustees as may be authorised by the Board of Trustees from time to time.
- c) To raise loan from Bank or from public on such terms and conditions and to pay such rate of interest as may be agreed upon from time to time.

Satyam Roy Chowdhury
HSC Co. Kharar Pong

- d) To let out, sell, transfer, alienate and/or otherwise deal with any movable or immovable property that may comprised in the Trust;
 - e) To accept further donations or contributions in cash or in kind from the Settlor or his relations or from others in furtherance of the objects, uses and purposes of the Trust;
 - f) To settle, compromise, compound and abandon, institute or refer to arbitration any suit, proceedings, actions, disputes, claim or demand whatsoever regarding the Trust properties.
8. Subject to the provisions made herein, any Trustee may delegate in writing all or any of his powers under these presents to his co-Trustees who will be entitled to exercise such power or powers in the same manner as the Trustee himself could do personally.
9. The Board of Trustees may meet, from time to time, for transacting/observing the activities and functioning of the Trust. Any Trustee may at any time summon a meeting of the Board. Any such meeting shall be presided over by any of the Trustees as may be elected by the Trustees present at the meeting.

The quorum for any meeting of the Board of Trustees in the event of the Board of Trustees constituted two Trustees shall be two and in any other cases shall be one third of the number of the Trustees for the

18/10/2019
18/10/2019

time being, subject & the minimum of two. In case, however, any divergence or difference as to the formation of Quorum, the decision of the Managing Trustee shall prevail.

Save as otherwise decided by the Board, a resolution in writing, signed by all the Trustees for the time being present in India, shall be as valid and effectual as it had been passed at a meeting of the Board duly convened and held.

10. The Trustees may appoint personnel for management of the Trust property and other activities of the Trust including Secretaries, Manager, Consultants, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors or other employees for the purpose of management and supervision of the Trust Estates and other activities and for other purposes for the Trust.
11. 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.
12. The Trustees for the time being shall elect from among them one Chairman and he shall hold office for years, unless he resigns or refuses to act as Chairman or otherwise cease to be a Trustee.
13. In case of any vacancy to the post of the Managing Trustee, due to resignation death incapability otherwise the post may be filled up by the remaining trustees by majority vote.
14. In case of differences of opinion between the Trustees the opinion of the ~~max~~ majority members shall prevail and if the Trustees are equally divided in any matter, the Managing Trustee shall have a casting vote.
15. A Resolution in writing circulated amongst all the Trustees and signed by a majority of the Trustees shall be as valid and effectual as if it has been passed at a meeting of the Trustees duly called and convened

16. Notice of the meeting of the Trustees and all communications may be sent to the Trustees at their addresses registered for the time being in the records of the Trust.
17. All meetings of the Trust shall be held at such a place and at such time that the Managing Trustee of the Trust shall decide for the time being.
18. If a Trustee is unable to 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.
19. The Managing Trustee or any trustee shall 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.
20. 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.
21. Any vacancy in the Board of Trustees, whether caused by resignation death, incapacabilities 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 alongwith 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 10 in the maximum and may appoint new Trustees, the Trust Property shall vest in him or other with the powers and authority as if have been

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

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

SIGNED AND DELIVERED
BY THE ABOVENAMED SETTLOR
In presence of :

1st Witness : *Gouram Bhattacharya*
Address : *35/17, Patna Road, P.O. & P.S. Dinanagar, Calcutta.*
Occupation : *Business*
2nd Witness : *Shyamal Kr Ghosh*
Address : *35/17, Patna Road, P.O. & P.S. Dinanagar, Calcutta.*
Occupation : *Business*

SIGNED AND DELIVERED
BY THE ABOVENAMED TRUSTEES
In presence of :

1st Witness : *Hare Kumar Ray*
Address : *35/17, Patna Road, P.O. & P.S. Dinanagar, Calcutta.*
Occupation : *Business*
2nd Witness : *Shyamal Kr Ghosh*
Address : *35/17, Patna Road, P.O. & P.S. Dinanagar, Calcutta.*
Occupation : *Business*

Witnessed by - /

Manohar Chandra Guha
22/1/85
Atty.

N. C. Guha

Atty.



ADD. District Sub-Registrar
Bikaner (Bali Bahadur)

1.6.97



ADD. District Sub-Registrar
Bikaner (Bali Bahadur)

8.7.97

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