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ADDL Dist. Sub-Registrar  
Siliguri, Dt. Darjeeling

DEED OF TRUST

E 7-00  
7.8.2000  
Sri Bablu Bhattacharjee  
Shreey Bhattacharjee  
Anita Bhattacharjee

THIS DEED OF TRUST is made this 5th day of August Two

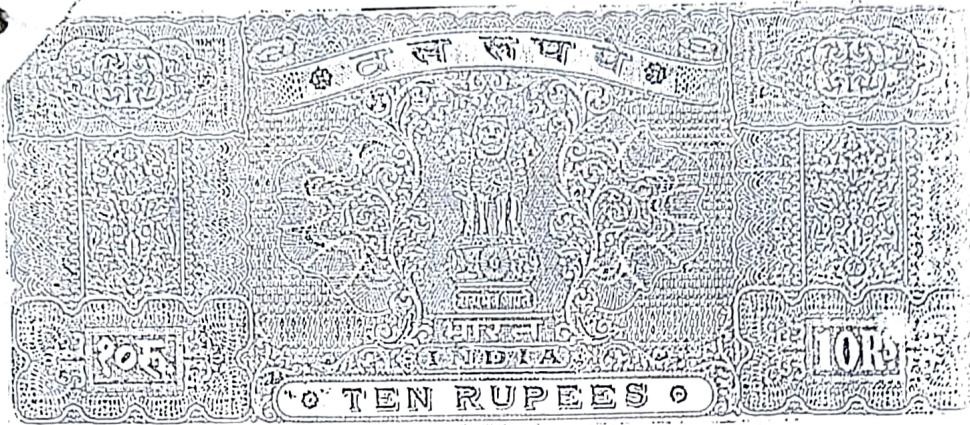
BETWEEN

SRI BABLU BHATTACHARJEE, son of Sri Sadhan Bhattacharjee  
residing at Bidyapith Road, Deshbandhupara, Siliguri-  
Dist. Darjeeling C.W.D.T. Hindu by religion and Business.  
ation.

*Trish S.*  
General Manager  
Delhi World Public School  
Malda

*Kamrun Sar.*  
Principal  
Delhi World Public School, Malda.  
CBSE Affiliation No.- 2430294

10RS.



AND

Smt. Shelly Bhattacharjee  
Smt. Shelly Bhattacharjee  
Abhijit Lahiri

SMT SHELLY BHATTACHARJEE, wife of Sri Dablu Bhattacharjee, residing at Bidyapith Road, Deshbandhupara, Siliguri- 734404, Dist. Darjeeling (W.B.), Hindu by religion and Businessperson by occupation.

AND

SRI ABHIJIT LAMIRI, son of Lt Jahuri Kanta Lahiri, residing at Lenin Sarani, Deshbandhupara, Siliguri- 734404, Dist. Darjeeling (W.B.), Hindu by religion and Businessman by occupation.

*Anil K. S.*

**General Manager**  
Delhi World Public School  
Malda

*Kamini Das.*

**Principal**  
Delhi World Public School, Malda.  
CBSE Affiliation No.- 2430294



# WITNESSES

Public  
Sriy  
Priy

a) The Settlers are desirous of establishing a Trust with a corpus of Rs. 15000 (Fifteen thousand) only, to be contributed Rs. 5000/- (Five thousand) only by each Settlor, for public Charitable objects.

b) The Settlers have agreed to become Trustees and to hold and apply the said sum of Rs. 15000 only and all gifts, Contributions, Subscription and donations for the said Trust for public charitable purpose and subject to the trust power norms contained in this deed.

In order to effectuate the said desire the Settlers have made over to the Trust a sum of Rs. 15000/- to hold the same together with all other properties that may be acquired out of the same or otherwise and may hereinafter referred to as the Trust Fund for the objects and purposes hereinafter expressed with the power and on the terms and conditions contained in this Deed.

1. The name of Trust shall be IMPS EDUCATIONAL TRUST, having its head office at Vidyapith Road, Deshbandhupura, Siliguri, 734004, Dist. Darjeeling W.B.J.

2. The Objects of the Trust are :

1) To establish, support, acquire and run management, technical, engineering, architecture, academic, vocational and/or professional training institutions in various parts of India and abroad, generally for the development, advancement of education and diffusion of knowledge amongst the public in general.

2) To establish, support, acquire and run primary, secondary and higher secondary schools in various parts of India and abroad, with purpose of spreading education in general mass.

3) To apply for registration/ recognition/ affiliation to any Govt., Semi-Govt. or Private authority or council or board, which may be compulsory or beneficial for running the institutions.

4) To grant aid and other financial assistance to Schools, Colleges, Libraries, Computer Centres, reading rooms, hostels, dining house, laboratories and other institutions of like nature at any place or places in India or abroad for the use of students and the Staff and also generally for the development, advancement of education (academic, computer, technical, library, cultural, etc.) and diffusion of knowledge amongst the public in general.

5) To establish, maintain and/or run studentship, scholarship and render other kinds of aid to individuals including supplies, medicines, books, stipends, medals and other incentives to supply without any distinction of caste, colour or creed.

6) To charge tuition and other fees from the students & otherwise recoup themselves for the outlay and expenses incurred in upkeep, maintenance and development of institution to be established by the Trust.

7) To establish and/or grant aid for the establishment and maintenance of Dharamsala, Gousala, parks and gardens, gymnasiums, sports institutions, tubewells, wells and water works for supply of drinking water.

8) To establish, maintain and grant aid to homes for orphanages or other establishment for relief and help to the needy, including destitute people, orphans and widows without any distinction of caste, creed and colour.

9) To give, provide and/or render monetary and/or other help and assistance for the relief of persons, animals, affected by calamities such as flood, fire, famine, cyclone, earthquake, storm, accident, drought, epidemic and the like to give grants, subscriptions or contribution to institutions, establishments, centres or persons doing relief work on such occasions.

10) To render assistance and/or grant aid to recognised public charitable or religious trusts or institutions.

11) To do any other act for the advancement of general public utility, not involving the carrying on of any activity for profit without distinction of caste, color or creed.

Anil J.

**General Manager**  
Delhi World Public School  
Malda

Kamrui Das

**Principal**  
Delhi World Public School, Malda.  
CBSE Affiliation No.- 2430294

Bye  
Public Bhattacharya  
Shree Bhattacharya  
Amit + Leha

3. The Trustees shall cause true and accurate accounts to be kept of all money received and of all matters in respect thereof in course of management of Trust Properties or in relation to carrying out of all objects and purposes of the Trust as well as of all assets, credits and effects of the Trust Properties. A statement of Income & Expenditure shall be drawn by the Trustee at the end of 31st March each year according to English Calendar and the Accounting period will be 1st April to 31st March each year.

4. For the furtherance of the objects of the Trust and in accordance with the provisions of the Income Tax Act for Investment or use of trust funds for the time being in force the trustees will have the following powers :

- a) To accept any donation, contribution, grant or subscription in cash or in kind from any person, firm, body or persons, corporate or Trust or other institutions.
- b) To apply the whole or part of the income of the trust fund or accumulation thereof or whole or part of the corpus of the trust fund for any one or more of the objects of trust as the Trustees may in the discretion from time to time determine.
- c) To convert and deal with the trust properties and/or carry the investment for the time being.
- d) To borrow or raise or secure payment of money and also to lend money at reasonable rate of interest, which is not prejudicial to the interest of the trust.
- e) To let out, sell, dispose of, alienate or otherwise deal with any property movable or immovable comprising the Trust Fund.
- f) To adjust, settle, compromise, compound, refer to arbitration all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- g) To appoint Constituted Attorneys or Agents and to delegate to such Attorneys or Agents all or any of the Power vested in them under these presents and from time to time remove such Attorneys or Agents and to appoint other in his or their place.
- h) To make, vary, alter or modify scheme, rules and regulation for carrying out the objects of the Trust and for the Management of the affairs thereof and of running any institutions, furtherance of the objects of the Trust and otherwise giving effect to the objects of Trust.
- i) To set apart the whole or part of the income or the corpus of the Trust for any of the objects of the Trust.
- j) To open bank accounts in the name of the trust, which should be operated by at least two trustees at any time or by their authorised attorney.

5. In exchange of the services rendered to the trust, the Trustees may, by a resolution of the trust, receive remuneration and reimbursement of all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

6. The number of Trustees shall not be less than two and more than seven.

7. The Trustees for the time being will be at liberty to appoint additional Trustee within the number mentioned above for such period or on such terms as to retirement and reappointment as the Trustees for the time being consider proper. The Trustees appointed by these presents will be for life. If any Trustee dies, retires, becomes unfit or incapable to act, the continuing or surviving Trustees or Trustee will be competent to appoint a Trustee in place of the Trustee so dying, retiring or becoming unfit or incapable to act either for life or otherwise as aforesaid.

A person shall cease to be Trustee either (i) if he without leave or absence does not attend four consecutive meetings of the Trustees or for one Calendar Year, whichever is longer or (ii) if he is requested to resign by 2/3rd majority or, as soon as possible, of the remaining Trustees.

  
**General Manager**  
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Malda

  
**Principal**  
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Mr. Rablu Bhattacharjee will be designated as "Chairman" or "Managing Trustee", and shall continue to act as such during his life until he resigns and thereafter Managing Trustee shall be elected out of the Trustees. The Managing Trustee shall carry out the duties and function of the Trust in consultation with other Trustees.  
 Shelly Bhattacharjee will be designated as "Treasurer".  
 Before assuming office or taking part in any meeting, newly appointed Trustee shall give his consent in writing to act as such Trustee.

All the meeting of the Board Of Trustees will be held at such place or places as the Trustees may from time to time decide.

The Managing Trustee may at his discretion and shall upon a requisition in writing signed by any one or more of the Trustees specifying the objects for which the meeting is desired to be convened, call a meeting of the Trustees. If the Managing Trustee fails to hold such meeting within a fortnight from the date of the service of such requisition the Trustees making such requisition may himself or themselves convene a meeting of the Trustees but no business other than that specified in the requisition shall be transacted at such meeting. In case there be no Managing Trustee, any of the Trustees shall be entitled to convene a meeting of the Trustees.

1. Notice of meeting of the Trustees and all other communications shall be sent to the Trustees at their respective addresses registered for the time being in the record of the Trust.

2. Any Trustee may delegate in writing all or any of his/her power under these presents to his/her nominee who will be entitled to as long as such nomination remains in force to exercise such power or powers in the same manner as the Trustee himself/herself could do personally.

3. Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so.

4. The Trustee may from time to time frame rules for the conduct and regulation of the meeting of the Trustees. In the absence of such regulation:

- i) Two Trustees shall form a quorum for meeting of Trustees.
- ii) All matters will be decided by majority.
- iii) Resolutions passed without any meeting of the Trustees but circulation thereof and evidenced in writing under the hands of 2/3rds of the Trustees shall be as valid and effectual as resolution duly passed at a meeting of Trustees.

5. It is expressly declared that no part of the Trust Property or its income or Trust Fund shall be applied for any purpose which is not a public charitable purpose in law and all provisions hereby shall be construed accordingly.

IN WITNESS WHEREOF THE SETTLORS have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the Settlers at  
 Siliguri in the Presence of:

Sudip Horn ROY  
 1. S/o. Sri Subhosh Horn ROY.  
 D. B. Panda, Siliguri

2. Prof. Indu Kumar Chakravarty.  
 110 Sri Phibendra Nath  
 Chakravarty,  
 Deshabandhopura, C. P. J. Puri.

3. \_\_\_\_\_

Rablu Bhattacharjee  
 1. SRI RABLU BHATTACHARJEE

Shelly Bhattacharjee  
 2. SMT SHELLY BHATTACHARJEE

Anirjit Lahiri  
 3. SRI ANIRJIT LAHIRI  
 (SETTLORS)

Drafted, typed and read over in my office at  
 44B/2 Bidhan Road, Tara Hotel Lane, Siliguri-1

For PRATAP MEDIA & ASSOCIATES  
 Chartered Accountants

Pratap Media Proprietor

Anirban Das  
**General Manager**  
 Delhi World Public School  
 Malda

Kamhin Das  
**Principal**  
 Delhi World Public School, Malda.  
 CBSE Affiliation No.- 2430294