

Subrata Kumar De
M.COM., LL.B., ADVOCATE
NOTARY, (Govt. of West Bengal)
District Judges' Court, Hooghly.

Residence :-
323, PRATAPPUR
P.O. & P.S. - CHINSURAH,
Dist. - HOOGHLY - 712 101.
PHONE - 2680-3827

NOTARIAL CERTIFICATE

(Pursuant to section 8 of The Notaries Act. 1952)

To all to whom these presents shall come, I Sri Subrata Kumar De duly appointed by the Government of West Bengal as a NOTARY, being authorised to practise as such subject to the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, made thereunder in the throughout in the District of Hooghly in the State of West Bengal within the Union of India do hereby verify/ authenticate/ certify/ attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the

*One Deed of Trust
executed by and
between the Parties
and identified by
Sri Hirada Das,
Advocate*

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHEREOF,
being required of a NOTARY I, the said notary
do hereby subscribe my hand and affix my seal
of office at Hooghly on this the 13th day of
October in the year 2023

NOTARIAL STAMP
SUBRATA KUMAR DE
NOTARY
Govt. of West Bengal
Regn. No. 69 of 2002

13 OCT 2023

Subrata Kumar De
SUBRATA KUMAR DE
NOTARY
Govt. of West Bengal.



पश्चिमबङ्ग पश्चिम-बंगाल WEST BENGAL

Before the Notary
Chinsurah, Hooghly.

AH 688211




DEED OF TRUST

THIS DEED OF TRUST made on this 12th day of the month of October, in the year Two Thousand and Twenty Three,

BETWEEN

DR. JAYANTA NANDI, Aadhaar No.3740 8126 7513, PAN - AIXPN2775J, son of Sri Rup Chand Nandi, aged about 45 years, by faith a Hindu, by profession - Associate Professor of Dept. of Practice of Medicine of Bengal Homoeopathic Medical College & Hospital, Asansol, Paschim Bardhaman, residing at Old Kapasdanga, Near "Kapasdanga Sarbojonin Durgotsab Club", P.S. Chinsurah, P.O. & Dist. Hooghly - 712 103, West Bengal, chambering at West Tolafatak, P.O. & P.S. Chinsurah, Dist. Hooghly - 712 101, hereinafter referred to as the **SETTLOR** and **TRUSTEE** as well as the **MANAGING TRUSTEE** as well as **SECRETARY**, which expression shall unless excluded by or repugnant to the context be deemed to include his executors, administrator, successors in office, representative and assigns, of the **ONE PART**.

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নামক নং: ৪০৭ ১/১০/১২-০৩

নাম: Genius medicare
সংস্থা: want Talapatok Educare Foundation
ঠিকানা: Chinnimraya

পহিষেমা প্রাপ্ত ট্যাক্স ডেডা, টেক্সট লস্ট সের্ট
রবীন্দ্র নারায়ণ ভট্টাচার্য

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স্বাক্ষরিত কর্তৃক
প্রতিষ্ঠানের প্রধান কর্মকর্তা

১৩/১০/১২

স্বাক্ষরিত কর্তৃক
প্রতিষ্ঠানের প্রধান কর্মকর্তা

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AND

DR. SANTANU MUKHERJEE, Aadhaar No.8832 3933 6958, PAN - **AJJPM1080A**, son of Narayan Chandra Mukherjee, aged about 49 years, by faith a Hindu, by profession - Associate Professor of Dept. of Pathology & Microbiology of Bengal Homoeopathic Medical College & Hospital, Asansol, Paschim Bardhaman, residing at Palpara, Uttar Baksara, P.O.Baksara, P.S. Satragachi, Dist. Howrah - 711 110, West Bengal, Chambering at Baksara-Howrah 711110, hereinafter referred to as the **TRUSTEE**, as well as **PRESIDENT**, which expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrator, successors in office, representative and assigns, of the **SECOND PART**.

AND

DR. SANDIP DEY, Aadhaar No.7524 9126 4493, PAN - **AVGPD6958D**, son of Sri Dipen Dey, aged about 45 years, by faith a Hindu, by profession - Associate Professor of Birbhum Vivekananda Homoeopathic Medical College & Hospital, Sainthia, Birbhum, residing at 2B Dr. Bhupen Dutta Sarani, P.O. Beadon Street, P.S. Amherstreet, Kolkata - 700006, West Bengal, Chambering at 19/1/1B Madan Mitra Lane, P.O. Bidhan Sarani, Kolkata - 700006, hereinafter referred to as the **TRUSTEE**, which expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrator, successors-in office, representative and assigns, of the **THIRD PART**.

AND

DR. SUBHENDU CHATTERJEE, Aadhaar No.5570 2198 6662, PAN - **AOXPC9243G**, son of Renupada Chatterjee, aged about 49 years, by faith a Hindu, by profession - Professor & HOD of Dept. of Surgery of Bengal Homoeopathic Medical College & Hospital, Asansol, Paschim

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Bardhaman, residing at 43 Ramsita Ghat Street, Bhadrakali, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly - 712 232, West Bengal, Chambering at Homoeo Galaxy, 1 Sinni Babu Lane, P.O. Utterpara, P.S. Uttarpara, Dist. Hooghly - 712 258, hereinafter referred to as the **TRUSTEE**, which expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrator, successors in office, representative and assigns, of the **FOURTH PART**.

AND

SMT. JHUMKI NANDI, Aadhaar No.6533 3962 9434, PAN - AMOPN3605L, wife of Dr. Jayanta Nandi, aged about 35 years, by faith a Hindu, by profession - Academic in-charge of Pearl Rosary High School, Bandel, Hooghly, hereinafter referred to as the **TRUSTEE**, as well as **TREASURER**, which expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrator, successors in office, representative and assigns, of the **FIFTH PART**.



AND

SMT. ARPITA DALAL, Aadhaar No.3249 3988 0453, PAN - BKMPD8796H, wife of Sri Avijit Dalal, aged about 35 years, by faith a Hindu, by profession - Principal of Pearl Rosary High School, Bandel, Hooghly, hereinafter referred to as the **TRUSTEE** which expression shall unless excluded by or repugnant to the context be deemed to include her executors, administrator, successors in office, representative and assigns, of the **SIXTH PART**.

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WHEREAS:

- a) The **SETTLOR** desired to settle a sum of Rs.10,000/- (Rupees Ten Thousand) upon the **Trust for Public Charitable Purpose**.
- b) With the aforesaid object in view the **SETTLOR** has handed over the sum of Rs.10,000/- (Rupees Ten Thousand) to the **TRUSTEES** and the **TRUSTEES** have accepted the same and have also agreed to act as such **TRUSTEES**.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In order to effectuate the said desire in consideration of the premises the **SETTLOR** has at or before execution thereof had handed over and paid to the **TRUSTEES** a sum of Rs.10,000/- (Rupees Ten Thousand) the receipt whereof the **TRUSTEES** do hereby as also by the Memo hereunder written admit and acknowledge **TO HAVE AND TO HOLD** the said sum together with all additions and accretions thereto and all such property and funds that may from time to time form part of the trust fund or be received and held by the **TRUSTEES** upon the **Trust** and all properties and investments for the time being representing the said (all of which are hereafter jointly called "**Trust Fund**") absolutely and for ever upon the **Trust** in **Public Charitable Trust** for the charitable objects and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained of and concerning the same, express and subject to the terms and conditions mentioned hereunder and the **TRUSTEES** do hereby declare that they have received the said sum of Rs.10,000/- (Rupees Ten Thousand) for the said purpose and objects and on the said terms and conditions.

2. **Name** : The **Trust** shall be known as "**GENIUS MEDICAL EDUCARE FOUNDATION**".


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Genius Medical Educare is part of this Trust - "GENIUS MEDICAL EDUCARE FOUNDATION". Presently this Trust works under the name and style Genius Medical Educare.

3. **Address** : The registered office of the Trust shall be at DRISTIDEEP, West Tolafatak Road, P.O. Chinsurah, P.S. Chinsurah, Dist. Hooghly - 712 101, West Bengal.

web address: www.geniusmedicaleducare.in

email id: geniusmedicaleducare@gmail.com

4. **Irrevocable** : The Trust shall be revocable.

5. **OBJECTS OF THE TRUST** :

5.1. To acquire, establish, start, aid, run, maintain or manage Schools, Colleges, Libraries, Computer Centre, Educational Institution and Scientific & Research Institute, Educational & Training Institute for different paramedical courses/streams and other competitive examinations and upgraded tuitions for the benefit of the public.

5.2. To arrange and organize lectures, workshops, debates, discussions, seminars, for the diffusion of knowledge.

5.3. To publish or cause to be published useful literature, magazines, books, etc without profit motive.

5.4. To promote and encourage advancement of scientific and technical education.

5.5. To help the needy students including women of all communities for the advancement of studies, clinical training, different vocational courses on future employment by active support of school teachers and other professionals.



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5.6. To start, establish and to maintain schools and/or colleges and/or institutions to impart training, education, undertake research, plan, evaluate, develop and enhance knowledge and understanding in the field of paramedical and vocational training, education, and its applications, etc.

5.7. To create and increase education and professional development opportunities in the field of paramedical and vocational training and education, basic sciences, and its application in general and that in the State of West Bengal, especially in the District of Howrah, Hooghly and Kolkata.

5.8. To impart training on job-oriented paramedical and vocational training and education, basic sciences, education well recognized by the respective industries in India and abroad.



5.9. To generate trained and ready-to-deploy knowledgeable workforce for the industry and thereby to achieve a social objective by providing employment opportunities in the state as a step forward for the next millennium.

5.10. Grant scholarships, stipends, prizes, rewards, allowances or other financial assistance including loan and supply of books to deserving students to enable them to receive such education, training and qualification as the trustees may approve in such technical field.

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5.11. Establish, support and/or maintain hostel and/or boarding houses for students and provide for boarding and lodging to students studying in the institution or receiving education and training either scholastic or otherwise.

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5.12. The promotion of education and learning in respect of paramedical and vocational training and education, basic sciences education, and its application.

5.13. To encourage writings and publications in the field of basic science, paramedical and vocational training and education, and its application.

5.14. To encourage and promote research and documentation in the field of technical education, basic science, and its application.

5.15. To provide for advancement of education in the field of paramedical and vocational training and other objects for the general public utility not involving the carrying on of any activity for profit.



16. To provide for advancement of education in any discipline in Higher Studies, to promote professional job oriented courses and in respect of that impart training to students and help them in developing soft skills, communication methods, interview skills, etc.

5.17. To do all acts, deeds and things as are necessary for or in relation to or conducts to the attainment of the above objects or any of them.

6. **TRUSTEES :**

6.1 At no time the total number of the **Trustees** shall be less than 02 (two) and more than 15 (fifteen). If due to any reason the number of **Trustees** becomes only one then such **Trustee** shall not act in any manner, hereunder save for the appointment of another **Trustee**.


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6.2 The **Trustees** may from time to time appoint any person and/or persons as **Trustee** or **Trustees** permanently or for such period as the **Trustees** may in their discretion think fit and provided that, a minor if so appointed shall become a **Trustee** only upon attaining majority in making such appointments the **Trustee** shall have due regard to the following but shall not be limited or restricted thereby.

6.3 A **Trustee** shall cease to be a **Trustee** if:

6.3.1 He or she resigns or retires;

6.3.2 He or she dies;

6.3.3 He or she is declared insolvent; or

6.3.4 In the opinion of the other **Trustees** he or she becomes incapable to act due to infirmity, insanity or otherwise; or

6.3.5 The period of his or her appointment expires when he or she is appointed for a fixed period; or

6.3.6 He or she leaves India permanently or remains out of India for a continuous period of nine months: and in the opinion of the other **Trustees** there is very little chance of his or her returning to India and to discharge his or her duties as a **Trustee** hereunder within a short time.

6.4 The **Trust Fund** shall vest and remain vested in the **Trustees** for the time being even though the properties. and the assets may be held in the name of any one or more of the **Trustees**.

7. **MANAGING TRUSTEES :**

7.1 The **Trustees** may appoint any one or more amongst themselves as the **Managing Trustee** of the **Trust** for such period as the **Trustees** may desire.



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- 7.2 Out of the present **Trustees** said **DR. JAYANTA NANDI**, son of Rup Chand Nandi, residing at Old Kapasdanga, Near "Kapsadanga Sarbojonin Durgotsab Club", P.S. Chinsurah, P.O. & Dist. Hooghly - 712 103, West Bengal being the **Settlor**, should be the **Managing Trustees**.
- 7.3 The **Managing Trustees** shall have all such powers as be necessary for administering the ordinary affairs of the **Trust** and such further powers as the **Trustees** may delegate.
- 7.4 Without prejudice to the generally of the aforesaid and subject to the general control and supervision of the **Trustees** the **Managing Trustees** may jointly and/or severally exercise all the powers of the **Trustees** save those mentioned in clause 7.2 (a), (b) and (c) hereinafter.

8. PROCEEDINGS OF TRUSTEES :

- 8.1 The **Trustees** shall act in the manner decided by them in the **Trust**.
- 8.2 The **Managing Trustees** may call a meeting of the **Trustees** and shall call such meeting within 15 (fifteen) days of being required to do so by any of the **Trustees** and if the **Managing Trustees** fail to call such meeting, upon being so required or in case there be no **Managing Trustee** any other **Trustee** can call a meeting of the **Trustees**.
- 8.3 All decisions in such meeting of the **Trustees** shall be by a simple majority of the attending **Trustees** and in case of equally; the Chairperson of the meeting shall have a second or a casting vote **PROVIDED HOWEVER** any loan to any party or the sale of any immovable property belonging to the **Trust** shall be only be majority/unanimous decision of all the **Trustees**.



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- 8.4 The Chairperson, failing his the **Managing Trustees** and failing them the senior most **Trustee** in age shall be the Chairperson of the said meeting only of the **Trustees**.
- 8.5 The **Trustees** may also appoint any amongst themselves as Chairperson of the **Trust** and in case of such appointment the Chairperson shall in preference to the **Managing Trustees**.
- 8.6 A minimum of two-third **Trustees** shall form a quorum of the meetings of the **Trustees**.
- 8.7 The **Trustees** may adopt a resolution by circulation and such resolution shall have the same force when adopted by the majority of the **Trustees** as if the same was passed in a meeting of the **Trustees**.
- 8.8 All the **Trustees** shall be bound by the decision of the **Board** whether in a meeting or by circular resolution and such decision shall be deemed to be the decision of each of the **Trustees** severally and jointly.
- 8.9 A minutes book shall be kept of the proceedings of the meetings of the **Trustees** and therein shall also be recorded all the resolutions including resolutions passed by circulation as aforesaid.
- 8.10 Resolutions passed and entered in the Minute Book on any matter relating to the **Trust** shall be conclusive evidence of the facts and matters duly noted therein.

9. **POWERS AND AUTHORITIES :**

- 9.1 The **Trustees** shall have all the necessary power and authorities as may be required for the attaining any or all the objects and purposes of the **Trust** and shall be bound by all rules, regulations or laws as to investment or otherwise so long



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as the same are inconformity with these presents and in so for the same do not disentitle the **Trust** from attaining the exemption that may be granted to the **Trust** for charitable purposes under the revenue laws, including the Income Tax Act.

9.2 The Financial Year of the **Trust** shall end on 31 March, every year provided that the **Board of Trustees** shall be at liberty to change the same from time to time if they so deem fit and proper. The first Financial Year of the **Trust** shall close on 31 March, 2024.

9.3 The **Trustees** shall from time to time after meeting the expenses of and incidental to the management of the **Trust** Properties and of the **Trust**, decide the particular object or objects for which the income or corpus of the **TRUST FUND** or Properties for the time being available shall be applied.

9.4 The **TRUSTEES** may accept any donation or contribution in cash or in kind from any person, firm, and Company/ Corporation, Associations, Institution or **Trust** (including the **SETTLOR** or the **Trustees** or any of them) for the furtherance of the objects of the **TRUST** or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the **TRUST**. The **Trustees** may also take over the management of any other **Charitable** or **Public Institutions** on such terms as they think fit and may manage such institutions.

9.5 If the income from the **Trust Properties** in a particular year is not fully utilized shall be carried over to the next year or years for the advancement of any of the objects of the **Trust**.



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9.6 Without prejudice to the generality of the aforesaid, the **Trustees** shall have the following powers in relation to the **Trust Fund** and the affairs of the **Trust**.

- a) To acquire, hold and transfer moveable and immoveable properties and/or rights therein in any manner and subject to any terms and conditions including by way of purchase, sale, gift, lease, monthly tenancy, mortgage;
- b) To spend any portion of the Corpus or the income of the **Trust Fund** for purchasing any Land and/or constructing any building in the name of the **TRUST** for the purpose of carrying out any or all the objects of the **Trust**.
- c) To cause true and accurate account to be kept all monies received and spent and/or all matters in respect thereof in course of management of **Trust Properties**.
- d) To invest the **Trust Fund** in any securities, assets, properties and otherwise including by way of deposits.
- e) To lend and borrow moneys from banking and financial institutions and also including from and to Firms, Companies and/or business in which the **Trustees** or any of them for the time being be interested for the said purposes or otherwise to accept and give interest as also provide securities.
- f) To draw, hold, accept and negotiate negotiable instruments, cheques, etc.
- g) To grant and accept donations and gifts on any terms and conditions within its objects of public charitable nature or any of them.
- h) To carry on any activity if and to the extent possible without affecting the registration of the **Trust** for the purpose of



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obtaining or continuing exemption of the income of the **Trust** from Income tax and other taxes.

- i) To compromise, settle, give up and refer to arbitration all claims demands and disputes.
- j) To open and maintain account of the **Trust** with any bank or other institution or person.
- k) To frame rules and bye-laws, for any matter relating to the **Trust**.
- l) To appoint committees and persons including employees, staff, Lawyers, Solicitors, Auditors, Architects, Engineers, of the **Trust** and to supervise activities and to terminate such appointments.
- m) To establish their office at such place or places and may Change such places from time to time as they may think fit.
- n) To do all acts and take other steps as are incidental thereto and in consequence thereof all the above matters.



10. AMENDMENTS :

- 10.1 The **Trustees** may make any amendments in the aforesaid provisions regarding the administration of the **Trust**, but without in any manner affecting the objects and purposes of the **Trust**.

11. DISSOLUTION :

- 11.1 The **Trust** shall be dissolved/revoked upon majority decision of the **Trustees** and upon dissolution of the **Trust**, the immovable and movable properties of the **Trust** shall be transferred to another **Trust** having similar aims and objects.

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12. **EXECUTION** : In Witness Whereof the Parties above named have executed and delivered these presents on the day of month and year first above written.

Executed and Delivered
by the **Settlor** at Chinsurah
in presence of:

Jayanta Nandi
(JAYANTA NANDI)
Settlor & Trustee

Executed and Delivered
by the **Trustees** at Chinsurah
in presence of:

1. *Madhusudan Kundu* — *Santanu Mukherjee*
(SANTANU MUKHERJEE)

The Trustee

Madanmohan Thakurbari
P.O - Chinsurah, Dist Hooghly.

2.

Projjal Banerjee
Krishapuri Basu, Hooghly St.
P.O - Naldanga, Dist - Hooghly.

Sandip Dey
(SANDIP DEY)
The Trustee

Murari Anshu Koley
8, Nankarpara Lane,
Kasundia, Hooghly-1.

Subhendu Chatterjee
(SUBHENDU
CHATTERJEE)
The Trustee

4.

Pranab Changuki
Hanswari Road,
Bansberia, Hooghly,
WB- 712502

Jhumki Nandi
(JHUMKI NANDI)
The Trustee

Arpita Dalal
(ARPITA DALAL)
The Trustee

Drafted and identified by me-

Hiralal Das
Hiralal Das, Advocate
Regn. No. WB/253/99
High Court at Calcutta &

Instrument 'A' Referred to
the Notarial Certificate
District Judge's Court, Hooghly at Chinsurah

Subrata Kumar Das
SUBBRATA KUMAR DAS
13/10/23 NOTARY
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BRIEF COVER

Clients Name and address :-

IN THE

COURT OF

AT

Before Sri

..... Suit / Appeal / Case / Motion

No of 202

Pliff / Applt

Compl. / Petitioner



REMARKS :

Date of Institution :

Decreed _____

Defdt. / Respdt. _____

Dismissed on

13 OCT 2023

Accd. / O.P.

Particulars

ORDERS :

Date of Institution / Appeal

Date

13 OCT 2023

Particulars



After Judgement Proceeding :

For

Brief for :

With