Subrata Kumar De M.COM., LL.B., ADVOCATE, 02

Residence :-323, PRAT'APPUR P.O. & P.S. - CHINSURAH, 19 3 OCT 202 Pist. - HOOGHLY-712 101.

NOTARY, (Govt. of West Bengal)
District Judges' Court, Hooghly.



(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 strument "A" is the

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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 3th day of October in the year . 2023

NOTARIAL STAMP

Govt. of West Bengal

1 3 OCT 2023 Regn. No. 69 of 2002

NOTARY Govt. of West Bengal.



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

1 3 OCT 2023

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 – WEAssociate Professor of Dept. of Practice of Medicine of Bengal Homoeopathic Medical College & Hospital, Asansol, Paschim Bardhaman, residing at Old UBRATA COLLEGE & Hospital, Asansol, Paschim Bardhaman, residing at Old UBRATA COLLEGE & Hospital, Asansol, Paschim Bardhaman, residing at Old UBRATA COLLEGE & Hospital, Asansol, Paschim Bardhaman, residing at Old UBRATA COLLEGE & Hospital, P.O. & P.S. Chinsurah, P.O. & P.S. Chinsurah, P.O. & P.S. Chinsurah, 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 Chilytraestee 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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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, hereinaster 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 lindu, by profession - Associate Professor of Birbhum Vivekananda Homocopathic 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.

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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 aclorowledge TO HAVE AND TO HOLD the said sum together with fally additions and accretions thereto and all such property and funds hat may from time to time form part of the trust fund or be Teberyed and held by the TRUSTEES upon the Trust and all siproperties 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.

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

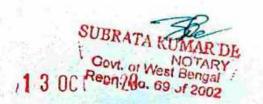
4. Irrevocable: The Trust shall be revocable.

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.

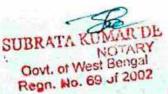
To arrange and organize lectures, workshops, debates. discussions, seminars, for the diffusion of knowledge.

- 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.





- 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.
 - 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.
- 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.

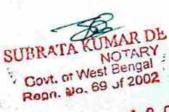




- 5.12. The promotion of education and learning in respect of paramedical and vocational training and education, basic sciences education, and its application.
- 5.13. To encourage writings and publications in the field of basic science, paramedical and vocational training and education, and its application.
- 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.





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 "Kapasdanga 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.

PROCEEDINGS OF TRUSTEES:

1 The Trustees shall act in the manner decided by them in the Trust.

- 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.

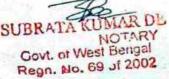
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- 8.4 The Chairperson, failing his the Managing Trustees and failing them the senior most Trustee in age shall be the Chairperson of the said meeting only of the Trustees.
- 8.5 The Trustees may also appoint any amongst themselves as Chairperson of 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.
 - 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.

- 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 byc-laws, for any matter relating to the Trust.
- 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.

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.





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 wandis Settlor & Trustee

Executed and Delivered

by the Trustees at Chinsurah

in presence of:

1. Madhusiden Kundu

Santanu Mukherjee

(SANTANU MUKHERJEE)

The Trustee

Modanmohan Thakurbani P.O-Clinsmah, Dass Hongling.

Project Bancrier Krishapun Boza, Hroghly St. P.O-Naldaga, Dist-Hooghly.

Morrow Mohen Koley 8, Naharpara Lame, Kasundia, Hoperal 1.

Pranab Cangoli. Hanseswan Road, Bamberia, Hooghly.

Sondob Dey (SANDIP DEY)

The Trustee

Subhendu Chatterjer (SUBHENDU

CHATTERJEE) The Trustee

Thumki Nandi

(JHUMKI NANDI)

The Trustee

Asepita Dalat. (ARPITA DALAL) The Trustee

Drafted and identified by me-

alae DY Hiralal Das, Advocate

Regn. No. 1000/2253/99

High Court at Calcutta & instrument 'A' Refer Herict Judge's Court, Hooghly at Chinsurah

the Notarial Certificate

Reon. No. 69 of 2002 (1 3 OCT 2029