

5  
A P E E J A Y   E D U C A T I O N   T R U S T

15, P A R K   S T R E E T

C A L C U T T A.

T R U S T   D E E D.

**N. K. PODDAR & CO.**

CHARTERED ACCOUNTANTS

P-3, NEW C. I. T. ROAD (Tiretti)

CALCUTTA-700 012







2343- Dated 4.5.77  
 N. K. K. 122 & 120 CA 883 New

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 Calcutta Registration Office

Presented for registration  
 at 4-30 PM on the 6th  
 day of ... 1977

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6.7.77  
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✓ Jit-Pare  
 Seller  
 & Trustee

... Paul. op...  
 ... Hand...

Shirin Paul  
 Trustee

...  
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 ...

ATANU RATH  
 PRINCIPAL  
 APEEJAY SCHOOL BHUBANESWAR  
 GHATIKIA NEAR DURGA MANDAP  
 Park St, Cal-16

SCHOOL MANAGER  
 Apeejay School, Bhubaneswar





-2-

W H E R E A S the Settlor is desirous of creating a fund for educational purposes for the benefit of the public and for that purpose has set apart a sum of Rs. 2000/ (Rupees Two Thousand Only) being the contribution of the Settlor as per Schedule hereunder written.

A N D W H E R E A S the Settlor desires to make over the said sum of Rs. 2,000/- (Rupees Two Thousand Only) to the Trustees to hold the same for public educational purposes with powers and on the terms and conditions hereafter declared concerning the same.

A N D W H E R E A S the Trustees have at the request of the Settlor agreed to act as Trustees under these provisions and to hold the said sum of Rs. 2,000/- (Rupees Two Thousand Only) and the investments for the time being representing same and all other sums or properties which may from time to time form part of the Trust Fund upon the Trust hereinafter

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**ATANU RATH**  
PRINCIPAL  
APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP  
PIN-751003  
Affiliation No. - 1530307



**SCHOOL MANAGER**  
Apeejay School, Bhubaneswar





-3-

declared of and concerning the same.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in order to effectuate the said desire the Settlor does hereby transfer and assign unto the Trustees the said sum of Rs. 2000/- (Rupees Two Thousand Only) and the investment thereof representing the same and all additions accretions and the accumulated income thereof and all other properties that may be acquired out of the same or may be subject to the Trust and hereinafter referred to as the Trust properties to hold the same on Trust for the Charitable objects with the powers and on the terms and conditions hereinafter declared concerning the same.
2. The Trust shall be known as APEEJAY EDUCATION TRUST.
3. The Office of the Trust shall be situated at 15, Park Street, Calcutta-16 and/or at such other place or places as the Trustees may from time to time to decide.
4. The number of the Trustees shall be not more than 15 and not less than 2.

5. The first..

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SCHOOL MANAGER  
Apeejay School, Bhubaneswar

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5. The First Trustees shall be :

- (i) MR. JIT PAUL.
- (ii) MRS. SHIRIN PAUL.

6. The objects of the Trust are :-

- (a) To establish any School or Schools, College or Colleges, Reading Rooms, Libraries, Hostels and Residential Accommodation/Institution for the students and those connected with the institution and to impart education either technical, industrial scientific, or otherwise as the Trustees shall in their uncontrolled discretion think fit and proper. /
- (b) To purchase or otherwise acquire lands or buildings and erect buildings on any land so purchased for the purpose of locating such educational institutions and equip such School or College with necessary equipments, fixtures and fittings.
- (c) To grant scholarships and stipends to students belonging to the institutions or any school or college for prosecution of their studies within India or outside India.
- (d) To grant, donate aid to, contribute or subscribe to or with other trusts or institutions having similar objects.
- (e) To establish, maintain, and grant aid to institution for development of health and physical culture of the students and those connected with the educational institution.
- (f) To carry on any other activity with the object of training and developing the knowledge, skill, mind and character of students in preparation for the work of life.

7. For the purposes of attaining and/or carrying on and giving effect to all or any of the objects specified in paragraph 6 above, the Trustees shall have powers to do the following acts and deeds :

*Paul*  
ATANK RATH  
PRINCIPAL  
APEEJAY SCHOOL, BHUBANESWAR  
GHATIKIA NEAR BIRGA MANDAP

*Supriya*  
(a) To accept..  
SCHOOL MANAGER  
Apeejay School, Bhubaneswar





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- (a) To accept voluntary donations or contributions incash or kind from the Settlor, the members of their family or any person or concern on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.
- (b) To purchase or otherwise acquire lands or buildings and erect buildings on any land so purchased for the purpos of investment of the Trust Funds and to spend and/or utilise the rental or other incomes arising therefrom for the purposes connected with or conducive to the promotion of the objects of the Trust.
- (c) To purchase, acquire, hold, manage, improve, develop, exchange, sell, lease, mortgage, charge, dispose of, turn to account or otherwise deal with all kinds of properties moveable or immovable for the purpose connec ed with or conducive to the promotion of the objects of the Trust.
- (d) To borrow, lend and/or otherwise deal with the moneys o properties belonging to the Trust and to give security or make security in connection with the said dealings or acts for the purpose connected with or conducive to the promotion of the objects of the Trust.
- (e) To construct, alter or keep in repair from time to time building or other immovable property belonging to the Trust.
- (f) To make accept, endorse, discount, execute, and issue promissory notes, Bills of exchange and other negotiabl or transferrable instruments.
- (g) To invest moneys of the Trust not immediately required the purpose in such manner and upon such terms as the Trustees may think fit and proper subject to however to the provisions of the Income-tax Act, 1961 or any statut modifications thereof.
- (h) To amalgamate this Trust with any other Trust having similar objects or to get other Trust having similar objects amalgamated with this Trust with prior sanction of all the Trustees in the meeting.

8. The Trustees may from time to time open and maintain in their own names or in the name of the Trust a Banking Account or account and may operate on the same or authorise any one or more of them f time to time to operate on the same.

*ATANI RATH*  
PRINCIPAL  
APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAR

9. the Objects.  
*[Signature]*  
SCHOOL MANAGER  
Apeejay School, Bhubaneswar





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9. The objects of the Trust shall be carried out in the Union of India and the Income of the Trust Fund shall be spent and utilized for the purposes of the Trust in the Union of India.

10. The Trustees may appoint one from amongst themselves as the Managing Trustee for such time as they may determine and such Managing Trustee shall continue to act as such until another Managing Trustee is appointed in his place. Subject to general control and supervision of the Trustees, the Managing Trustee shall manage the Trust and its properties and funds and carry on the affairs of the Trust and shall have all necessary powers and authorities for that purpose. The Trustees may at any time co-opt any person or persons as a Trustee or Trustees of the Trust hereby constituted subject to the maximum hereby prescribed.

11. The above Trustees shall be the first Trustees hereof and whenever any Trustees shall die, resign, refuse or become incapable or incompetent of acting or shall permanently leave India, the surviving or continuing Trustee or Trustees may appoint any other competent person or persons to be new Trustee or Trustees and on every such appointment the funds of the Trust shall be vested in a New Trustee or Trustees together with the surviving or continuing Trustee or Trustees.

12. The Trustees may appoint and nominate one of them as their Chairman for such time as may be determined by the Trustees and such Chairman shall continue to act as such until another Chairman is elected in his place. If at any meeting the Chairman is not present the Trustees present shall choose one of them to be the Chairman of such meeting.

13. The surviving or continuing Trustees may act notwithstanding any vacancy in their body PROVIDED HOWEVER that if the number of Trustees shall fall below two, the minimum fixed by the

*par*  
ATANU RATH  
PRINCIPAL

*Paul*  
APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP  
PIN-751022

*[Signature]*  
SCHOOL MANAGER  
Apeejay School, Bhubaneswar



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20. The Trustees shall be entitled to frame and from time to time alter amend and add to such rules and regulations for the purpose of carrying out the objects of the Trust and for its proper administration as they think fit PROVIDED HOWEVER no alteration, amendment or addition to such rules and regulations shall be made except at a meeting at which all the Trustees are present and with the consent of the majority of the Trustees.

21. Should any of the property belonging to the Trust Fund be acquired by the Government or any other public body or bodies the Trustees shall be entitled to withdraw the compensation allowed in respect thereof and to invest the compensation money in such manner as they shall think fit subject however to the provisions of the Income-tax Act, 1961 or any statutory modifications thereof.

22. The Trustees shall keep or cause to be kept proper books of account wherein shall be kept an account of the Trust Fund receipts and disbursements and shall appoint a Chartered Accountant to be the Auditor of the Trust Fund and shall have the accounts audited by the said Auditor once at least every year.

23. A Trustee shall cease to be a Trustee if he absents himself from the meeting of the Trustees for more than 12 months without sufficient reason and in such case another Trustee shall be appointed in his place by the continuing and/or surviving Trustees.

24. Any vacancy in the Office of the Trustees or the absence of any of the Trustees from town will not invalidate any act or resolution passed by the remaining Trustees in a meeting provided there is a quorum.

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**ATANU RATH**  
PRINCIPAL  
APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP

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25. No Trustee.  
**SCHOOL MANAGER**  
Apeejay School, Bhubaneswar



presents, the Trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum.

14. A resolution in writing circulated amongst all the Trustees and passed by a majority of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.

15. Notice of the meeting of the Trustees and all communication may be sent to the Trustees at their address registered for the time being in the records of the Trust.

16. All meeting of the Trustees shall be held at such place or places as the Trustees for the time being may from time to time decide.

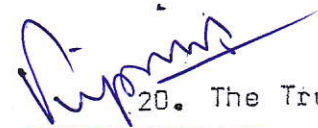
17. A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matters concerned.

18. The Minutes of the Proceedings of Every meeting of the Trustees shall be recorded in a book to be kept for that purpose and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so recorded and signed by conclusive evidence of the business and other matters transacted at such meeting.

19. Three Trustees shall form a quorum for meeting of the Trustees if the number is more than five and if less than five to will form quorum and in case of difference of opinion amongst the Trustees in any manner the opinion of the majority shall prevail and the dissenting Trustees shall be bound to join in the Act. which may be performed by the Trustees in pursuance of such decision PROVIDED HOWEVER that in the case of equality of votes the Chairman shall have a casting vote.

  
ATANU RATH  
PRINCIPAL

  
APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP

  
20. The Trustees,  
SCHOOL MANAGER  
Apeejay School, Bhubaneswar



25. No Trustee shall be liable for any act or omission of the other or others of them and no Trustee shall be liable for any loss of the Trust properties unless caused by his wilful neglect.

26. The Trustee or Trustees of these presents for the time being may reimburse themselves, himself or themselves and pay and discharge out of Trust Fund or moneys in their hands all expenses incurred in connection with the execution of the objects of the Trust according to the powers under these presents.

27. The Trustees shall be entitled to execute and give full power or powers of attorney, authorising the other or others of them to act for the person or persons so giving the power in all matters connected with the Trust.

28. The Receipts granted by any one of the Trustees for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to the Trust in exercise of the powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see to the application thereof or being answerable for the loss or misapplication thereof.

29. The Trustees may employ any person or persons to do any work connected with the Trust which the Trustees may consider necessary & or expedient in connection with the management of the fund or the assets thereof and the necessary expenses of the Management and all expenses incurred by the Trustees in or about execution of the Trust powers or discretion hereof shall be debited to the Trust Account.

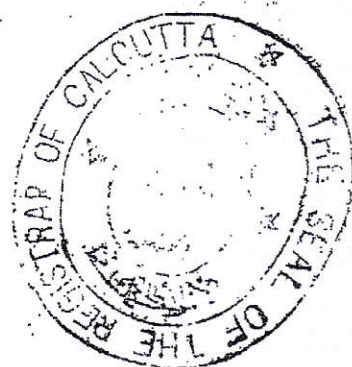
30. Any Conveyance, Mortgage, Reconveyance, Lease or any other deeds, documents and assurances whatsoever may be signed, executed and registered by any two Trustees or more of the Trustees authorised by a resolution of the Trustees in that behalf and such

Conveyance,

ATANU RATH  
PRINCIPAL

APEEJAY SCHOOL BHUBANESWAR

SCHOOL MANAGER  
Apeejay School, Bhubaneswar



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Conveyance, Mortgage, Reconveyance, Lease or other Deeds, documents and assurances so signed by any two or more of the Trustees shall be deemed to be signed executed and registered by or on behalf of all the Trustees for the time being.

31. The Trustees may at any time wind up the Fund provided all the Trustees agree to such winding up and in such a case the Trustees shall realise all securities and prepare and/or complete the accounts of the Fund and after payment of all costs and expenses of winding up of the Fund, they shall distribute and/or donate funds and/or assets remaining in their hands among Charitable Institution or Institutions and in such proportion as they may think fit and proper.

32. The Trustees may delegate any of their powers to one or more committees or sub-committees consisting of such person or persons from amongst themselves as they may think fit and such committee or sub-committee shall function subject to such rules or directions as may be prescribed or given for the purposes by the Trustees from time to time.

33. The Trust is hereby expressly declared to be an irrevocable Public charitable Trust existing solely for educational purposes and not for purposes of profit and all the provisions of this Deed are to be construed accordingly.

34. Nothing contained in this Deed and more particularly in paragraphs 6 and 7 above shall be deemed to authorise the Trustees to do any act which may in any way be construed as violative or contrary to the provisions of the Income-tax Act, 1961 or any statutory modifications thereof and more particularly Section 2(15), 11, 13, and/or 80-G of the Income-tax Act, 1961 and all activities of the Trust shall be carried out with a view to benefit the public at large and in accordance with the provisions of the said Act.

ATANU RATH  
PRINCIPAL

APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP

.... THE SCHEDULE

SCHOOL MANAGER



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THE SCHEDULE ABOVE REFERRED TO:

<u>Name of the Settlor</u>	<u>Amount contributed</u>
MR. JIT PAUL	Rs. 2000/-

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

SIGNED and DELIVERED by the Settlor  
at Calcutta in the presence of

G.D. GUPTA

15, Park St. Cal-16

Ram Singh Goel

SIGNED and DELIVERED by the said

Trustees at Calcutta in the presence  
of

C. P. SETHI

17, Park St., Cal-16

Ram Singh Goel

RAM SINGH GOEL

ATANU RATH  
PRINCIPAL

APEEJAY SCHOOL BHUBANESWAR  
GHATIKIA NEAR DURGA MANDAP  
PIN-751003  
Affiliation No.-1530307

SCHOOL MANAGER  
Apeejay School, Bhubaneswar

*Ind. M. L. L.*  
Book No. *14*  
Volume No. *71*  
Pages *253* to *266*  
Being No. *3095*  
For the year *1977*

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