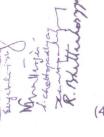
201=50=10 2(2)=100 THE DEED OF TRUST made this two thousand BETWEEN Mr. Shyanal Bhattacharyya, S/o, Late Ramani Ranjan Bhattacharyya, CK - 264, Sector - II, Salt Lake City Calcutta - 700 090, hereinafter called the SETTLOR of the ONE PART AND (1) Mr. Shyamal Bhattacharyya, 8/o, Late Ramani Ranjan Bhattacharyya, 'CK - 264, Sector - II, Salt Lake City Calcutta - 700 090 (2) Mrs. Runu Bhattacharyya, W/o, Mr. Shyamal Bhattacharyya, CK - 264, Sector - II, Salt Lake City, Calcutta - 700 090 Mr. Sujit Poddar, S/o, Late Sures Chandra Poddar, AK - 127, Salt Lake, Calcutta - 700 091

41/03 Licensed Stamp Vendo Bate..... City Ovil & Sessions 2&3 K S. Roy By and brief and A. Registrar of Assurances-III 8.8.2000 Shyamal - Bhottcharije golt Ramani Renja Bhatta Charypant Ru Chatter Charyya 1910 ma Suyawal Bhatte Charifyant Sarlan charte Radbyay / w Rumu Phittackeryya capt-Tannay Chato 8 ally any Sarbani Chattopadhyay. de Rughitat of Seaurences-ILS THE NEOTIA UNIVERSITY

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- (4) Capt. Tanmay Chattopadhyay, S/o, Late Narayandas Chattopadhyay, CK 113, Sal Lake City, Calcutta 700 091
- (5) Mrs. Sarbani Chattopadhyay, W/o, Capt. Tanmay Chattopadhyay, CK 113, Salt Lake City, Calcutta 700 091
- (6) Dr. Subir Choudhury, S/o, Sree Sunil Kr. Choudhury, 6/1/1B, Ahiritola 1st Lane, Calcutta 700 005
- (7) Mr. Mrinmoy Chatterjee, S/o, Late Narayandas Chattopadhyay, CK 113, Salt Lake City, Calcutta 700 091 hereinafter collectively called the TRUSTES (which expression shall unless excluded by or repugnant to the context be deemed to include them and the TRUSTEES for the time being of the TRUST

or the survivor or survivors of them and their successor or successors ) of

the OTHER PART

Licensed Bramp T City Civil & Seeme 283 KS. Roy Rt. Joyd Roddar holt Swesh eld Joddar + Sweir Chowdhary sti Semil Kennar Chowdhu + Tommany chatto fordhyoup no It Norrayen Los. challo & adhyon + examo chattery no it narry of day of early fit 64, Shamlehn walter pandit street. cal-25 Thumb Empression of the executor is dispensed with. nomas kunar Sheilta Charle Markoja Ad voi ente Indope's court Manas known Makeat Judger, Cohert, Alipson Calcula. 700027 THE NEOTIA UNIVERSITY 9 . 8.2000



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## WHEREAS

- (1) The SETTLOR with the desire of creating an endowment by setting apart and establishing a TRUST fund to be used utilised and spent for providing facilities for giving education and for beneficial promotion propagation advancement and encouragement of knowledge for the society at large and for deserving students in general has made over a sum of Rs. 5000/- to the TRUSTEES as initial contribution to the said TRUST fund.
- (2) The TRUSTEES have at the request of the SETTLOR agreed to act as TRUSTEES of the TRUST hereby created upon terms and conditions hereinafter contained.

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THE NEOTIA UNIVERSITY

### NOW THIS DEED WITNESSETH as follows:

- In order to effectuate the said desire the SETTLOR has made over and assigned to the TRUSTEES a sum of Rs. 5000/- (Rupees five thousand) only to hold the same and the investments thereof for the time being representing the same together with all further gifts and donations that may be received by the TRUSTEES and all additions and accretions thereto and all accumulated income thereof and all other properties that may be acquired out of the same or are subject to the TRUST (hereinafter referred to as "Trust Properties") upon TRUST solely for educational purposes in the State of West Bengal or in any part of India and not for profit and for implementing such object to do all or any of the following:
  - To establish, support, maintain schools, colleges, technical and/or other educational institutions.
  - (ii) To carry out research work in the field of educations.
  - (iii) To provide for delivery and holding of lectures, exhibitions, classes and conferences calculated to advance the cause of education whether general, professional or technical.
  - (iv) To establish and maintain libraries, reading and writing rooms, hostels and other residential places.
  - (v) To grant stipends, scholarships, studentships and other allowances to deserving candidates and students.
  - (vi) To print, publish, sell, purchase and to distribute books, bulletine, periodicals, magazine, booklets, prospectus and circulars etc.

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Vice Chancellor
THE NEOTIA UNIVERSITY

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- (vii) To provide facilities for residential accommodation and boarding houses for teachers, staff and other persons engaged for carrying out the objects of the TRUST.
- (viii) To build and maintain Auditorium and/or hall for the advancement of education.
- (ix) To do all other acts, deeds and things as are incidental or conductive to the attainment of the main object namely educational purpose.
- The name of the TRUST shall be "EDUCATIONAL DEVELOPMENT
  TRUST" with liberty to the TRUSTEES to change the name. The office of
  the TRUST shall be at 23/34, Gariahat Road, (1st Floor),
  Calcutta 700 029, P. S. Lake or such other place as the TRUSTEES may
  decide from time to time.
- 3. The TRUSTEES will have the following powers :-
  - (a) To invest the TRUST funds, properties or the income thereof either in the purchase or mortgage of movable or immovable properties or in shares, debentures, stock and other securities, whether authorised by the Indian Trust Act or any other Act of law for the time being in force as to the powers of the TRUSTEES to invest TRUST moneys, or not, or in deposit with or loan to any company bank or person or firm on such terms and conditions as the TRUSTEES may in their absolute discretion think fit and proper.
  - (b) To sell, alter, use, vary or transpose or otherwise dispose of or alienate the TRUST properties or any investment representing the same and

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to reinvest the same in any manner as the TRUSTEES may in their discretion think fit;

- (c) To open account in the name of the TRUST with any bank or banks and any two of the TRUSTEES shall be entitled to operate such account jointly and to give necessary instruction in the matter;
- (d) To pay all charges, impositions and other outgoings payable in respect of the TRUST properties or any properties or any property comprised in the TRUST and also to pay all costs and incidential to the administration and management of the TRUST properties for the time being;
- (e) To enter into contracts and to borrow and/or moneys for the purposes of the TRUST or for managing the TRUST properties on such terms as the TRUSTEES may decide from time to time.
- (f) To let out or demise any immovable properties on such terms and conditions as the TRUSTEES may think fit and proper;
- (g) To compromise, compound and refer to arbitration all actions, suits, proceedings and disputes touching the TRUST properties or any of them;
- (h) To accept any gift, donation or contributions in cash or in kind from any one for the objects and purposes of the TRUST
- (i) To amalgate part or whole of the TRUST properties with those of any other TRUST having educational purpose objects similar to all or any of the objects of the TRUST;

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- (i) To appoint Secretary, Manager, Treasurer, Clerks or other Officers or employees to look after and manage the TRUST properties and to allot to such Secretary, Manager, Treasurer, Clerks or other Officers or employees with such duties as the TRUSTEES may think fit and proper;
- (k) To frame rules and regulations to carry out and to give effect to the objects and purposes of the TRUST and/or managing the affairs of the TRUST and to repeal and/or vary the same from time to time.
- The TRUSTEES shall be entitled to utilise the corpus of the TRUST and/ or income thereof for carrying out objects of the TRUST. No part of the TRUST fund either the corpus or the income therefrom, shall be utilised for any object other than that of the TRUST hereby created.
- The first meeting of the TRUSTEES shall be held within four months from the date of this deed and shall be summoned by seven days notice in writing to be given by the settlor and shall be held at such time and place as shall be specified in such notice and such meeting shall be the First Annual General Meeting of the TRUSTEES. A general meeting of the TRUSTEES shall be held atleast once in every year at which the accounts and all other affairs of the TRUST hereby constituted and a report concerning the same to be prepared in such a manner as the TRUSTEES shall direct shall be presented.
- a TRUSTEE of the TRUST be and have the privilege of the Chairman of Vice Chanceller STIA UNIVERSITY

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any such meetings as aforesaid at which he shall be present and it shall not be competent for the TRUSTEES by any rule made or resolution passed by them or otherwise to deprive him of his right but he may waive such right when and so often as he may please.

- Proper accounts showing all receipts and disbursements on account of the TRUST hereby constituted shall be kept by the TRUSTEES and shall be duly audited with all necessary vouchers at leave one in every year by auditors as the TRUSTEES may appoint from amongst themselves or other persons or themselves with other persons or if the TRUSTEES shall consider if necessary or expedient by a professional accountant whom they may employ for the purpose.
- The number of TRUSTEES shall not be less than five and more than ten.
- The TRUSTEES may appoint one of themselves as the Chairman of the Board of TRUSTEES who shall hold office for such period as he may be elected and shall continue to act until election of another Chairman notwithstanding the expiry of such period.
- 10. In all meetings of the TRUSTEES five will form a quorum provided, however that if the number of TRUSTEES falls below five then for the purposes of appointing TRUSTEES two will form a quorum. All matter at the meetings of the TRUSTEES will be decided by a majority and in case there is an equal division of votes, the Chairman shall have a second casting vote. then present in India and if at least 2/3rd of the total number of TRUSTEES

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not being less than five TRUSTEES vote on such resolution, the decision of the majority of the TRUSTEES so voting shall be as effective and binding as resolution or decision passed at a meeting of the TRUSTEES.

- 11. In case of difference, the opinion of the majority shall prevail.
- 12. Each of the TRUSTEES will be at liberty to appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers necessary for the management and administration of the TRUST exproperties. Other than clause 3(e) of this Trust deed.
- 13. A TRUSTEE will not be responsible for any act or default of his CO-TRUSTEES or the agents employees or constituted attorneys appointed by them for any loss unless such loss is occasioned by his own wilful act of default.
- 14. Any of the TRUSTEES may retire on giving one month's notice in writing to the other TRUSTEES or TRUSTEES.
- 15. If any TRUSTEES shall die or retire or become incapable or unfit to act, the continuing or surviving TRUSTEES or TRUSTEES may be entitled to appoint a successor in the place and stead of the TRUSTEES dying or retiring or becoming incapable or unfit to act.
- 16. If at any time the number of TRUSTEES is less than five the existing TRUSTEES may appoint one or more TRUSTEES at their discretion but in any case, the total number of TRUSTEES shall not exceed ten.

Upon the appointment of a new TRUSTEE the TRUST properties shall

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vest in the new TRUSTEES jointly with the continuing or surviving TRUSTEES with the powers and subject to the TRUST hereby created.

The TRUSTEES shall not be entitled to any remuneration for their service but shall be entitled to travelling and other out of pocket expenses incurred in connection with the management of the affairs of the TRUST.

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

# SIGNED BY THE SETTLOR

AT CALCUTTA

In the presence of:

I) M. M. Mhattacharyy , Indges Count, Alipare Clerkin 700027.

2. Nan- apal Don M1 A, Manrotherlane, J Cutter- 70 0 0 23 SIGNED BY THE TRUSTEES

AT CALCUTTA

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In the presence of:

M. K. Khatte cheys Judges Court Alipone Calanta 700027

2. Nanitrofal Den. 31, An Mansdela ares Cefenter - 23. Mr. Shyamal Bhattacharyya

Angained Chibard 50

1. Mr. Shyamal Bhattacharyya

Vice Chancellor
Vice Chancellor
Chancellor
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THE NEOTIA UNIVERSITY

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3. Mr. Sujit Poddar

4. Gapt. Tanmay Chattopadhyay

S. Cha Hopadhy ay

5. Mrs. Sarbani Chattopadhyay

6. Dr. Subir Choudhury

7. Mr. Mrinmoy Chatterjee

Drafted by Me

Manas unmar Mattecharge: Advocate, Judges Court; Alifore. Cal. 27

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Vice Chancellor THE NEOTIA UNIVERSITY The Neotia University Act, 2014.

(Sections 44, 45.—Schedule A.—Schedule B.)

Accreditation of the University

- 44. (1) The University shall obtain accreditation from the National Assessment and Accreditation Council or such other body or authority as may be determined by the Central or the State Government or the appropriate Regulatory Body from time to time, within three years of its establishment and communicate the same to the State Government and relevant Regulatory Bodies in writing along with such accreditation certificate.
  - (2) The University shall ensure renewal of such accreditation from time to time.

Winding up of the University.

45. (1) The Governing Board in consultation with the Sponsoring trust and the Visitor may recommend to the State Government to dissolve the University by giving notice to this effect in such manner as may be prescribed by the State Government in this behalf, to the employees and students of the University at least one year in advance:

Provided that the University shall not be permitted to serve notice for winding up within a period of ten years from the date of coming into effect of this Act.

- (2) The State Government on receiving the notice referred to under sub-section (1) shall appoint an Administrator by replacing the Governing Board and the Chancellor and the Administrator thereafter shall act as the supreme authority during the process of winding up.
- (3) The properties of the University as well as the Endowment Fund of the University shall be used by the Administrator during the process of winding up in such manner as may be prescribed.
- (4) The dissolution of the University shall have effect only after the last batch of the students of the regular courses have completed their courses and have been awarded degrees, diplomas or awards, as the case may be.

#### SCHEDULE A

(See to sub-section (1) of section 3)

The Educational Development Trust, an educational and charitable trust created vides Deed No. 2267, dated 09.08.2000 and registered before the Additional District Sub-Registrar, R.A., Kolkata and subsequently modified vide Deeds No. 1098 dated 25.03.2003, 4227 dated 31.07.2008 and 4228 dated 31.07.2008 registered before the Additional District Sub-Registrar, Registrar of Assurance, Kolkata.

## SCHEDULE B

(See to sub-section (1) of section 4)

### Schedule of Land

All that piece and parcels of land measuring about 11.66 acres, appertaining to J.L. No. 69 and 112 under Mouza Amira and Jhinga, Police Station Diamond Hurbour, District South 24-Parganas, Khatian No. 1097 and 813 L.R. Plot No. 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2032, 2044, 2047, 2048, 2049, 2050, 2051, 2029, 2024 and 1193, 1194, 1194/1473, 1187, 1185, 1189, 1190, 1191, 1197, 1195, 1150, 1145, 1146, 1149, 1192, 1196, 1186, 1117, 1188, butted and bounded thereto and transferred to the University absolutely.

## Schedule of Building

All that pucca (cemented) constructed buildings measuring about 10415.4 square meters situated in the land mentioned in the Schedule-B and transferred to the University absolutely.

By order of the Governor,

SIDDHARTHA CHATTOPADHYAY, Secy.-in-Charge to the Govt. of West Bengal, Law Department.

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