

**DEED OF TRUST**  
**BENGAL HEALTH FOUNDATION**

**THIS DEED OF TRUST** made this **1<sup>ST</sup>** day of **FEBRUARY, 2019** **BETWEEN SRI SUMAN KALYAN DAS** son of Mr. Subal Chandra Das resident of 298A Upendranath Banerjee Road Kolkata – 700060 hereinafter referred to as **“the SETTLOR”** of the **FIRST PART** **AND (1) SRI SUMAN KALYAN DAS** son of Mr. Subal Chandra Das resident of 298A Upendranath Banerjee Road Kolkata – 700060 **(2) SRI MILAN MITRA** son of Mr. Subash Ch. Mitra resident of Soraj Park Barasat Kolkata - 700 124, **(3) MS SUPARNA MITRA** daughter of Mr. Sitiesh Kumar Dutta resident of Sukumar Pur Colony Kolkata - 700 124 (hereinafter referred to as **“THE TRUSTEE”**) (which expression shall mean and include the Trustee for the time being and their respective successor and/or successors in office) of the **OTHER PART**

WHEREAS the Settlor above named has settled a sum of **Rupees One Thousand only** in favor of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of undertaking charitable for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

NOW THIS INDENTURE WITNESSES as follows:

**1. SETTLEMENT:**

- (a) The **SETTLOR** above named hereby establishes an irrevocable Public Charitable Trust by the name of **BENGAL HEALTH FOUNDATION** for the purpose and upon the conditions set forth hereunder.

- (b) The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- (c) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of **RUPEES ONE THOUSAND ONLY** as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
- (d) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the amount mentioned herein above, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- (e) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

(f) The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

(g) The Trust shall carry out its activities within the Union of India.

**2. NAME:**

The name of the Trust shall be **“BENGAL HEALTH FOUNDATION”**

**3. PLACE:**

The principal office of the Trust will be situated at **31 B K Pal Avenue, Kolkata 700005**. The Trustees are authorised to have other office in any other place or State to ensure smooth functioning of the Trust or are at liberty to shift the registered office if the Trustees think fit so for the better management of the activities of the Trust.

**4. OBJECTS:**

The public charitable objects and purposes for which the Trust is established are and include:

**A. Main Objects:**

- i. To spread public awareness of Health Care and Preventive Health Care.
- ii. To support public at large in various Medical problems including Financial Help, consultation with medical professionals.

- iii. To organize public programmes and e-propagations about detection of Cancer.
- iv. To conduct awareness programs including training in advancement in medical skills such as Robotic Surgery in advanced medical procedures.
- v. To create awareness about advancement in managing Cancer.
- vi. To conduct awareness and Training of nursing staffs in various aspects of Oncological management.
- vii. To organize conference, seminar, workshops for doctors, medical support staff and public at large for purpose of dissemination of information, knowledge about development in medicine, best practices etc. with any objective to train and strengthen medical fraternity at large.
- viii. To spread awareness about advancement of specialized treatment amongst medical fraternity.
- ix. To conduct awareness programs including training in Skill development of doctors in various medical problems.
- x. To conduct awareness programs including training and Development of various illness.
- xi. To set up Out Patient Department, Clinic, Medical facilities to provide health care to public at large.

**B. Other Objects:**

- a. Supporting charities, Schools, colleges, education institutions, free dispensaries, Centre for poor feeding and homes for the aged for the benefit of the public.

- b. Construction and running of Schools, colleges, education institutions, free dispensaries, Centre for poor feeding and homes for the aged for the benefit of the public.
- c. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
- d. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
- e. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
- f. Providing financial assistance for feeding the poor directly and through other institutions.
- g. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
- h. Providing for or contributing to education and scientific research and development.

- i. Advancement of Education and Spread of Literacy to all without any discrimination to caste, creed or status.
- j. Provision for Medical and Health related support to all without any discrimination to caste, creed or status.
- k. Providing and advancing any other object of general public utility.
- l. To promote primary and basic education, and to make provision for adequate medical relief and health care.
- m. AND GENERALLY to take steps for the implementation or furtherance of any of the charitable purposes of this Trust without distinction of caste, creed, religion, gender or nationality. Assistance will be given only to such charitable institutions as are engaged in the activity, which are in accordance with the objects of this Trust.
- n. No activities of the Trust will be carried out outside India.

**5. PROPERTIES:**

The Trust properties shall consist of:

- I. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
- II. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable.

- III. All additions and accretions to the Trust properties and the income there from.
- IV. All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust.
- V. The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

**6. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:**

- I. The Trust will be managed by a **Board of Trustees** consisting of not less than **Two** trustees and not more than **Ten** trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees for life.
- II. The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to appoint new Trustees upto the maximum number stated above and fix their term as per provisions contained herein.
- III. Any Trustee may retire from the Trusteeship hereof by giving one month notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.
- IV. Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any

of the Trustees, may be filled up by co-option by the Board of Trustees.

- V. The Trust Board shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying itself on enquiry and such action of the Board of Trustee shall be final and shall not be called to question.
- VI. The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as “Full Board”, subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

**7. TRUST ADMINISTRATION AND POWER TO THE BOARD:**

- I. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of **Secretary and Treasurer**.
- II. The **First Secretary** of the Trust shall be **Sri Suman Kalyan Das** and the **First Treasurer** of Trust shall be **Ms Suparana Mitra**.



III. The term of office for Secretary and Treasurer shall be for a period of **three years** from their date of appointment and they may be reelected for further terms.

IV. Duties and Functions of the Secretary & Treasurer:

**a) SECRETARY:**

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Board of Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the other Trustee, and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

**b) TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as,

the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

The powers of the **Board of Trustees** shall include and not limited to:

- V. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
- VI. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
- VII. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
- VIII. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties (movable and immovable) of the Trust in its discretion for adequate consideration. It is also declared that the Trustees are at liberty to buy and sell properties without seeking any order or guidance from any Court of Law or any other authority.

- IX. To sell/alienate all or any of the properties (movable and immovable) of the Trust in its discretion.
  
- X. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
  
- XI. To borrow money with or without security and to repay the same.
  
- XII. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
  
- XIII. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
  
- XIV. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
  
- XV. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.

XVI. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust or any units or institutions established by the Trust.

XVII. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.

XVIII. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

XIX. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

XX. Provided always that the income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.

**8. MANAGING TRUSTEE:**

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may

grant additional roles, responsibilities and powers to any of the Trustees.

- I. The Trustees amongst themselves shall elect a Managing Trustee of the Trust.
- II. In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.
- III. The Managing Trustee shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.
- IV. The Managing Trustee is authorized to sign bank cheques, deposit release vouchers etc.
- V. The Managing Trustee may if so required and in absence of may discharge the duties of the Secretary or Treasurer.
- VI. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

VII. The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

**9. MEETING OF THE BOARD OF TRUSTEES & REMOVAL FROM OFFICE:**

- I. The Board of Trustees should meet at least once in every calendar quarter and may meet more often when required.
- II. The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- III. One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.
- IV. All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- V. Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- VI. The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the

meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VII. Trustee shall cease to hold office:

- (i) if he/she dies,
- (ii) if he/she resigns
- (iii) if he/she becomes unfit or incapable to act
- (iv) if he / she resides outside the State of in which the office of the Trust is located for a period of One year, however such clause shall not apply if the Managing Trustees have exempted the application of this ground of disqualification in writing.
- (v) if he/she is adjudged insolvent or found guilty of an offence involving moral turpitude.
- (vi) if he/she is found to have acted against the interest of the Trust.
- (vii) Upon expiry of the period up to which the Board of trustees have nominated the trustee.

**10. BANK ACCOUNT:**

The Trustees as may be authorized by the Board of Trustees, by a resolution, shall operate the bank accounts of the Trust. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

**11. INVESTMENT OF TRUST FUNDS:**

- I. The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.

- II. The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

**12. ACCOUNTS AND AUDIT:**

- I. The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees.
- II. The Board of Trustees shall maintain true and correct accounts of the Trust.
- III. The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within Six months of the close of the financial year.

**13. AMENDMENTS:**

- I. While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.



II. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the jurisdictional Director of Income Tax (Exemption) / Commissioner of Income Tax and these shall be read together with the main Trust deed. Approval of the jurisdictional Director of Income Tax (Exemption) / Commissioner of Income Tax shall be have deemed to have been granted if no communication is received by the Trust within thirty days of submitting the alterations or amendments in the office of the jurisdictional Director of Income Tax (Exemption) / Commissioner of Income Tax.

**14. INDEMNITY:**

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

**15. SETTLOR AND THEIR RELATIVES:**

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.

(a) Any **“related concern”** in which any of the above persons has substantial interest.

(b) For the purpose of this clause, the word **“relative”** and the phrases **“related concern”, “substantial interest”** and

**“substantial contribution”** shall have the meanings assigned to them in the Income Tax Act, 1961 or any acts substituting the said Act.

**16. APPLICABILITY OF TRUST ACT:**

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

**17. APPLICATION OF INCOME TAX ACT:**

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

**18. SAFE KEEPING OF TRUST FUND/ ASSETS**

The Trustees shall be responsible for safe keeping of all assets of the Trust and shall take all steps necessary to ensure the safety of the same. The Trustees shall ensure that the funds of the Trust are kept in Bank Accounts or such investments, movable or immovable assets as permitted by the Income Tax Act 1961 or any statutory modification or substitution thereto with a view of ensure safe custody of the funds of the Trust.

**19.** This Trust is declared irrecoverable.

**20. DISSOLUTION:**

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts, Society, Section 25/8 Company incorporated under the Companies Act 1956/2013 or Associations having similar objectives after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

**IN WITNESS WHEREOF** the Settlor and the Trustees have executed these presents on the day month year first above mentioned

SIGNED SEALED AND  
DELIVERED by the  
above named SETTLOR  
in the Presence of :

1.

2.

**SUMAN KALYAN DAS**

SIGNED SEALED AND  
DELIVERED by the  
above named TRUSTEES  
in acceptance of the  
Trust in the Presence of :

1.

**SUMAN KALYAN DAS**

**MILAN MITRA**

2.

**SUPARNA MITRA**