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STAMP AFFIXED BY
N 23/5/02
STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE



Administrative under Rule 21, duly stamped
under the Indian Stamp Act 1899
and also recommended by W. Bengal
Stamp Amendment Act 1938.
Schedule IA No. 588
Fee Paid as under:-



Registrar of Assurances
Calcutta

#-121-08

THIS DEED OF TRUST made at Calcutta this day of 26th 11/2002
BETWEEN (1) DR. DEBASHIS CHATTERJEE, son of Shri Amallesh
Chatterjee aged about 44 years, by faith Hindu, by occupation Medical
Practitioner/psychiatrist and Ex-President of Mon Foundation, residing at P-

Rkay
Del.
26/11/02

Self
12.000

Contd...P/2



Presented for Registration on 25
 at the Registrar of Companies Office
 on the 27th day of May, 2002
 by Ratnabali Ray
one name

- Ratnabali Ray

- Ratnabali Ray

- Debashis Chatterjee

Sannath Zutshi

Identified by me.
 Basanta Kumar Sen.
 Advocate.
 High Court, Calcutta.

Registrar of Companies
Calcutta

Ratnabali Ray widow of
 Anuradha Ray a Hindu,
 social worker at 73/2,
 Kanakpura Road, Ben-
 son. flat no A-302.
 Cal-29 + Debashis Chatterjee
 510 Sri Anandesh Chatterjee
 - Hindu medical practi-
 tioner residing at 199,
 Block "A" Bangor Avenue.
 Cal-55 + Sannath Zutshi
 510 Sri Anandesh Chatterjee
 - Hindu residing at
 C-3/4, Moghul Gardens
 Koregaon Park. Pune-
 411001.

Basanta Kumar Sen
 Advocate
 High Court
 Calcutta

Registrar of Companies
Calcutta

199, Block-'A', Bangur Avenue, Kolkata-700 055 : (2) **MRS. RATNABALI RAY** wife of Shri Amritava Ray aged about 41 years by faith Hindu, by occupation-Social Worker and the Founder and Managing Trustee 'ANJALI'-a Mental Health Project, residing at No.93/2, Kankulia Road, Benubon, Flat No. A-302, Kolkata-700 029 AND (3) **DR. SOMNATH ZUTSHI** son of Shri Motilal Zutshi, aged about 56 years, by faith Hindu, by occupation - non-practising Psychiatrist, Film Scholar and Author, residing C-3&4, Moghul Gardens, Koregaon, Park, Pune-411 001, hereinafter collectively referred to as the "SETTLORS" (which expression shall unless repugnant to the context or subject or contrary to the meaning thereof include their and each of their heirs, executors, administrators and assigns) of the ONE PART AND ((1) Dr. Debashis Chatterjee residing at P-199, Block-'A', Bangur Avenue, Kolkata-700 055; (2) Mrs. Ratnabali Ray residing at No.93/2, Kankulia Road, Benubon, Flat No.A-302, Kolkata-700 029 ; (3) Dr. Somnath Zutshi residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411 001) hereinafter referred to as the "TRUSTEES" of the OTHER PART.

WHEREAS

1. An effort was born in August 1999, Enabled by the MacArthur Foundation Fellowship for Leadership Development, Paramita Banerjee – with Sumita Bandyopadhyay as Project Assistant – had started working with adolescents (10-19 year olds) in three red light zones of Kolkata, West Bengal, India.
2. Carried out in Khidirpur, Kalighat and Sonagachhi, the above programme was initially called Adolescent Sexuality and Fertility; Reaching an Informed Choice. The two years of that project have been a journey – for everyone involved in the process – Paramita, Sumita and the kids – towards DIKSHA : Discovering Inner Knowledge & Sexual Health Awareness. A journey from a clinical, one-dimensional understanding of sexuality to comprehending sexuality as a complex, multidimensional issue that defies definition, but acts as a core point of individual identity and behaviour.

3. Through this journey, the young adults of Kalighat participating in the above interventionist work have emerged as a group demanding extension and expansion of the programme. They are now ready to develop as peer educators and community leaders. They are poised to carry forward the already initiated process of change within the community, DIKSHA is the next logical step towards the fulfillment of a need generated through the earlier interventionist process.

4. DIKSHA focuses on the development of inner strength, and on the integration of individual development with the needs of the community. DIKSHA has chosen to foreground sexual health, because sexuality has been found to be that core of human identity, which helps comprehensive development of a growing adult and fosters a sense of agency. Developing consciousness and control over one's body and health, with special focus on sexual health, has been found to be an effective instrument in the process of self-empowerment. It also facilitates the development of a sense of agency among participants coming from a socio-economically disadvantaged and ostracized community. This helps in the emergence of a mainstream identity for project partners.

5. DIKSHA is right now in the process of being consolidated as a special group that dreams one day to blossom into a non-intrusive space for all adolescents to voice, debate, discuss and resolve their own needs and concerns. A forum for, by and of the emergent citizens of tomorrow. Its repertoire will consist of a variety of wide-ranging techniques from collage making to clay modeling, from puppetry to theatre - skills that DIKSHA participants have been learning and honing over the last two years.

6. 'DIKSHA' is both a programme and methodology that focuses on the development of inner strength and on the integration of

individual development with the needs of the community. Enabled by the McArthur Foundation Fellowship for Leadership Development, the above effort was started in August, 1999 and DIKSHA was born out of that effort on 12th August, 2001.

7. The end of the first year brought Paramita and Sumita the first real chance of looking at the project through an outsider's eyes. They were both too closely involved in this challenging but rewarding experience to be able to maintain a strictly objective point of view and measure the impact of their work from a distance. It was, therefore, a definite advantage for them that the Foundation sent Mr Feisal Alkazi to evaluate their work. It was his report that gave their own work a concrete shape for them to look at and appraise. 'The evaluator is of the opinion that Paramita may need to revisit / rewrite her project objectives so that they are concrete, more feasible to achieve and have a sharper focus' – he had written. The second year's journey towards DIKSHA signifies that revisiting / rewriting, culminating in a tangible, easy-to-recognize goal that has now been attained.

8. The objectives of 'DIKSHA' are as follows :-

- (a) DIKSHA specializes in offering non-intrusive spaces for growth with a view to developing peer educators and community leaders
- (b) DIKSHA stresses creating change from within, so as to reduce the gap between developmental inputs available and the internal sites of disempowerment that delimit access-capacity
- (c) DIKSHA focuses on sexuality as knowledge of and control over one's body and sexuality have been found to be effective tools for self-empowerment and agency-building
- (d) DIKSHA has developed a unique methodology consisting of a wide range of non-classroom

techniques that ensure active participation as opposed to passive reception

- (e) DIKSHA has developed a non-hierarchical style of functioning where the programme beneficiaries are stake-holders in the process from the very beginning, which makes the process self-sustaining
- (f) DIKSHA offers training to field personnel (ToT) working with adolescents and young adults
- (g) DIKSHA aims at publishing manuals and process-documentations to make similar efforts replicable elsewhere, along with the publication of advocacy materials towards raising awareness about the need for such intensive, micro-level qualitative interventions for making other large-scale efforts, especially in the sphere of HIV/AIDS intervention, meaningful and effective
- (h) DIKSHA seeks to forming networks and collaborations with both the government and other relevant NGOs to prevent resource-duplication and developing complementary work patterns where micro-level qualitative interventions in the sphere of sexuality can be meaningful merged with large-scale micro-level quantitative efforts

9. DIKSHA has already developed one core group of Adolescent Peer Educators in Kalighat, Kolkata, who are now training and evolving a second tier. A group of commercial sex workers has been formed and first level contact with a minority sexuality group and with a group of college and university students has already been formed. DIKSHA is now ready to expand its successful experience among other segments, in other areas.

10. The Settlor No.1, Dr. Debashis Chatterjee, by virtue of being a Psychiatrist, has been serving the mental health sector for over two

decades. An original thinker, with a strong academic background, has always been attached towards the newness of issues concerning the deprived and helpless section of the society. The concept of 'DIKSHA' being based on the Adolescent Sexuality and Fertility – within 10 to 19 year olds girls & boys of Red Light Zones in Kolkata, West Bengal, inspired him a lot to join 'DIKSHA'. Being attached to various non-profit making bodies, like, Indian Psychiatric Society, WB Chapter, Forum for Mental Health Movement, Kolkata, speak volume of his voluntary spirit. It is natural for him to be come a part of 'DIKSHA'.

11. The Settlor No. 2, Mrs. Ratnabali Ray, an Ashoka fellow, is a clinical psychologist by training, working in the field of rehabilitation of mentally challenged for over a decade. From the experience gathered from the service of rehabilitation, she has been attracted towards the activities of 'DIKSHA' and expressed her willingness for active participation in it.

12. The Settlor No.3, Dr. Somnath Zutshi is a non-practising psychiatrist, a Film Scholar and Author and is involved with other non-government organizations involving social services. The settlor no.3 being impressed by the activities of "DIKSHA", has expressed his willingness to participate actively in it.

13. The settlors abovenamed have come forward and joined in the programme of 'DIKSHA' and for carrying out the said programme in a wider concept and also for charitable purpose, the benefits whereof to all, irrespective of class, creed and community and relief of poor, educational medical reliefs, advancement of any object of general and public utility, so that such benefits may be given directly by the said Trust.

14. For achieving the objectives, as aforesaid, the Settlers herein have agreed and decided to contribute a sum of Rs.4,000/- (Rupees Four thousand) each, totaling to a sum of Rs.12,000/- (Rupees)

Twelve thousand) only, to form a corpus, which they shall hold upon trust as the 'nucleus' or a "Starting Fund" for the said Trust, for advancement of the programme of 'DIKSHA' and other public charitable purpose, subject to the powers and provisions hereinafter declared and contained of and concerning the same in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS follows :-

I. In pursuance of the aforesaid desire and for carrying out such desire into effect, the settlers do hereby grant, transfer and assign unto the said Trustees, the said sum of Rs.12,000/- (Rupees Twelve thousand) A N D all the estate, right, title, interest, claim and demand of the Settlers unto upon or out of the said Trust A N D now the parties hereto are desirous of recording the purposes, objects, uses and Trusts, as also the terms and conditions of the said Trust, as follows :

II. 'DIKSHA's objectives and purposes :-

- (a) DIKSHA specializes in offering non-intrusive spaces for growth with a view to developing peer educators and community leaders ;
- (b) DIKSHA stresses creating change from within, so as to reduce the gap between developmental inputs available and the internal sites of disempowerment that delimit access-capacity ;
- (c) DIKSHA focuses on sexuality as knowledge of and control over one's body and sexuality have been found to be effective tools for self-empowerment and agency-building ;
- (d) DIKSHA has developed a unique methodology consisting of a wide range of non-classroom techniques

that ensure active participation as opposed to passive reception ;

- (e) DIKSHA has developed a non-hierarchical style of functioning where the programme beneficiaries are stake-holders in the process from the very beginning, which makes the process self-sustaining ;
- (f) DIKSHA offers training to field personnel (ToT) working with adolescents and young adults ;
- (g) DIKSHA aims at publishing manuals and process-documentations to make similar efforts replicable elsewhere, along with the publication of advocacy materials towards raising awareness about the need for such intensive, micro-level qualitative interventions for making other large-scale efforts, especially in the sphere of HIV/AIDS intervention, meaningful and effective ;
- (h) DIKSHA seeks to forming networks and collaborations with both the government and other relevant NGOs to prevent resource-duplication and developing complementary work patterns where micro-level qualitative interventions in the sphere of sexuality can be meaningful merged with large-scale micro-level quantitative efforts ;
- (i) To organize seminars, workshops and conferences for enhancement of knowledge and exchange of ideas in the field of "Adolescent Sexuality & Fertility and Child Sexual Abuse";
- (j) To work in collaboration with others NGO's ;
- (k) To conduct research in health related culture ;
- (l) To publish bulletins, newsletters, journals, monographs and books on Child Sex abuse and Adolescent Sexuality and Fertility ;
- (m) To collect donations and subscriptions for the purpose of carrying out the object of the Trust ;

- (n) To encourage production and propagation of knowledge by giving awards, grants, scholarships ;
- (o) To build-up a library of books on different subjects, literature, research materials, magazines, etc.;
- (p) To form sub-committees for carrying out various related projects. The sub-committees may utilize services of the members as well as non-members of the society; and
- (q) To do all such acts, matters and things as may be deemed incidental or conducive to the foregoing objects.
- (r) To extend its activities in any other spheres of the society.

III. The income and properties of the Trust, whatsoever, derived or obtained, shall be applied solely towards the promotion of the object of the Trust and no portion thereof shall be paid to or divided amongst the Trustees or no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonuses or otherwise, however, by way of profit to any person PROVIDED THAT nothing herein contained shall prevent the payment in good faith of remuneration of any officers or servants or employees of the Trust or other persons in return for any service rendered to the Trust PROVIDED FURTHER :

a) That notwithstanding anything hereinbefore or hereinafter contained, the income as also the corpus of the Trust Funds shall be applied and be applicable only to carry out the objectives of the Trust or for such public charitable purposes and objects and subject to such limitations, if any, as may from time to time, be laid down in the Income Tax Act, 1961 or any other Act governing the Taxation of income as will ensure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Act, 1961 or any replacement or re-enactment or modification thereof

or under any other Government taxation for the time being in force in India :

b) And Further so that the Trust hereby established shall be one to which the provisions of section 80G of the Income Tax Act, 1961 or any replacement, re-enactment or modification thereof for the time being in force, shall apply, so that any donation thereto be recognized, eligible for exemption relief from tax in regard to the donor.

c) Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid IT IS DECLARED that the Trustees shall in each year apply the income of the Trust Fund or any part thereof or the Trust fund itself towards any one or more of the objectives and purposes set forth herein, in such proportion and manner, as they deem reasonable and proper.

IV. The number of Trustees shall not be less than two and not more than five or such number as may be decided by the existing Trustees from time to time. The Trustees shall continue as Trustee for their lifetime but any Trustee may resign by giving notice in writing to his/her co-trustees and shall also cease to be a trustee, if requested in writing by majority of the remaining Trustees. Appointment of Trustee either to fill up vacancy or as additional trustee shall be by resolution of Trustees. Ms. Paramita Banerjee and Ms. Susmita Bandopadhyya, the founder of 'DIKSHA', will be the Chief functionaries who will act in consultation of the Board of Trustees.

V. The general management and control of the trust for the purpose of managing the trust affairs and properties and carrying out the objects of the Trusts, as aforesaid, shall be vested in the Trustees and without prejudice to the generality of the objects and powers abovementioned, they shall have power to do all or any of the following things :

(a) To enter into contracts and borrow money for the purposes of the trust and management of its properties and assets ;

(b) To appoint officers and servants at such remuneration (if any) as they think fit ;

(c) To receive grants, donations and subscriptions from the Indian as well as foreigners or foreign organizations, subject to the rules and regulations of the country ;

(d) To make such rules and regulations from time to time for the management and conduct of the affairs of the Trust and its properties and assets;

VI. The trustees will also have the following powers :-

a) To apply the whole or part of the income or accumulation thereof or whole or part of the corpus of the trust and/or properties, for one or more of the objects of the Trust as the Trustees may from time to time determine.

b) To help, contribute, promote, take over collaborate or amalgamate with any other society, Trust, Body or Institution, both Indian and International, whether incorporated or not for the objects similar to those of the Trust herein, subject to rules and regulations of the country.

c) To declare and give bonus, gratuities or allowances to such persons who may be employee of the Trust or the families or dependents of such person, as may be decided by the Trustees and/or authorized under Law or Income Tax Act, 1961 or statutory modifications thereof.

d) To accumulate the corpus and/or the balance of the income of the Trust, after meeting the expenses of the Trust and/or institutions, with liberty to the Trustees to spend such accumulations of balance income for establishment and running of educational institutions and carrying out the aforesaid objects.

- e) To invest and keep invested the Trust properties either in the purchase or mortgage of immovable properties or in shares, debentures or other securities or any business undertaking and investments whether authorized by the Indian Trusts Act or not and to alter, vary or transpose such investments, from time to time, as the Trustees shall in their absolute discretion think fit
- f) To sell, dispose of, alienate or otherwise deal with any property, movable or immovable, comprising the Trust Fund.
- g) To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent, on such terms and conditions, as the Trustees in their absolute discretion shall think fit
- h) To open accounts with any bank or Banks to operate such accounts and to give instructions to provide for opening and to give instructions to provide for opening and operation of such accounts by one or more of the Trustees or by one or more agents appointed by the Trustees.
- i) To adjust, settlement, compromise, compound, refer to the arbitral actions, suits, claims demands and proceedings regarding the Trust Properties or affairs.
- j) To appoint constituted Attorneys or Agents and to delegate to such attorneys or agents, all or any of the powers vested in them under these presents and from time to time, remove such attorneys or agents and to appoint other or others in his/her or their places.
- k) The Trustee no. 1 shall be the Managing Trustee of the said Trust to look after the affairs of the Trust and take decisions for day to day activities, management, administration of the Trust including Trust Fund and operation of Bank accounts jointly with another Trustee and also to take decisions in absence of other trustees.

l) To make, vary, alter or modify schemes rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and of running any other educational institution in furtherance of the objects of Trust and otherwise for giving effect to the objects of the Trust.

m) To set apart the whole or part of the income or the corpus or part thereof for any of the objects of the Trust.

VII. (a) The Trustees shall be chargeable only for such money, stocks, shares and funds as shall actually come into their hands and shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other Trustees, nor of any Bankers or other person with whom the Trust properties or any securities may have been deposited or handed over unless caused by their willful neglect or default.

b) The receipt of a person authorized by the Trustees or a resolution of the Board of Trustees for any moneys paid or any property transferred or delivered to the Trustees in the execution of any of the Trusts or powers hereof or for the purchase moneys of any property authorized to be sold, shall effectually discharge any person or persons so paying or transferring or delivering.

VIII. The Trustees will not be entitled to receive any remuneration as Trustees but may reimburse themselves of all expenses actually incurred by them from their personal Fund in connection with the Trust or their duties relating thereto.

IX. The Trustees may, from time to time, frame rules for the conduct of the affairs of the Trust and regulating the meeting of Trustees. In the absence of such regulations :

a) All matters will be decided by majority and two trustees shall form a quorum for meeting of Trustees ;

b) Resolution passed without any meeting of the Trustees and evidenced in writing under the hands of three-fourths of the trustees shall be as valid and effectual as a resolution duly passed at a meeting of the Trustees.

X. If the Trustees hereby appointed or any of them or Trustees or Trustee appointed as provided in this Deed, shall die or leave India for more than three consecutive years of discharge or refuse or become unfit or incapable to act, then and in every such case, it shall be lawful for the continuing Trustees or Trustee for the time being (and for this purpose every refusing or retiring Trustee shall, if willing to act in the execution of this power, be considered a continuing Trustee) or for the acting executors or executor, administrators or administrator of the last surviving or continuing Trustee, to appoint a new Trustee or Trustees so dying or leaving India of incapable to act aforesaid.

XI. And upon every such appointment, the Trust Fund shall (if and so far as the nature of the property and other circumstances shall require or admit) be transferred so that the same may be vested in the Trustees or Trustee for the time being and every Trustee so appointed may act before or after such transfer of the Trust's powers of these, fully and effectually, as if he had been hereby constituted a Trustee.

XII. The receipt of the purchase money of any property hereby authorised to be sold or for any other moneys paid or for any shares, stocks, funds or securities transferred to them shall effectually discharge the person or persons paying or transferring the same therefrom and from being bound to see the application or being answerable for the loss or misapplication thereof.

XIII. The Trustees shall be respectively chargeable only for such moneys or securities or other property as they shall actually receive

notwithstanding their signing any receipt for the sake of conformity and shall be answerable and be accountable only for their own acts, receipts, neglects or defaults and not for others or if any bankers or of other persons with whom or into whose hands and trust moneys or funds or securities may be deposited or come nor for the same unless the same shall happen through their own willful default respectively.

XIV. It shall be lawful for the Trustees for the time being of these presents to reimburse themselves or himself/herself or may and discharge out of the Trust properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of trusts or powers of these presents.

XV. The Trustees or Trustee may deposit all securities or the investments for the time being representing the assets of the Trust with any bank for safe custody and for collection of the interest and dividends on the said securities or investments and may open Current Accounts in their names or his or her name with the same or any other banks.

XVI. Any sum received on distribution of any capital sum or capital assets and any share or security received on distribution of any capital sum or capital assets whether by way of bonus or otherwise in respect of any share or security forming part of the Trust Fund shall be added to the same and shall not be deemed to be income.

XVII. Subject thereto, the trustees' decision as to whether any sum, assets or share or security received in respect of any share or security forming part of the Trust Fund should be treated as capital or income, shall be final.

XVIII. It shall be lawful for the Trustees to decide by Circular and such resolution or decision shall be as effective a resolution as passed at a meeting of the Trustees.

XIX. The Trustees shall have power to regulate their proceedings and if necessary to frame rules and regulations for any purpose and/or in connection with the meetings and/or from time to time can repeal, amend, add or alter the same.

XX. The accounting year of the Trust shall be kept or change as the Trustees may decide by majority of votes.

XXI. Every dispute or differences regarding the interpretation of any of the clauses or provisions or the contents of this Trust-Deed or between the Trustees regarding right, title, interest flowing or arising from this Trust Deed or consequential thereto, shall be referred to Arbitration of Shri B.K. Sen, Advocate or any-one whom the trustees nominate in writing or as per provisions of Arbitration and Conciliation Act, 1996 or any other statute in force in its place and decision of the Arbitrator or Arbitrators, as the case may be, shall be final and binding to the parties to such arbitration.

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

Signed and Delivered by the
Settlor at Calcutta in presence
of:

1. *Basant Kumar Sen.*
Advocate, High Court, Cal.

2. *Paramita Banerjee*
10/20/11, Banerjee Para, Dhakuria
Kolkata - 700 031

Deboshis Chatterjee
Ratnaboli Ray
Somnath Zukhi

Signed and Delivered by the
Trustees at Calcutta in
presence of:

1. *Basant Kumar Sen.*
Advocate, Calcutta.

2. *Paramita Banerjee*
10/20/11, Banerjee Para, Dhakuria
Kolkata - 700 031

Deboshis Chatterjee
Ratnaboli Ray
Somnath Zukhi

Registered in -

Book N W
Volume No. 37
Page 144 to 148
Being N 1963
for the year 2002

Dated 26th Day of May, 2002

DEED OF TRUST

Between

- 1) Dr. Debasish Chatterjee
- 2) Mrs. Ratnabali Ray
- 3) Dr. Somnath Zutshi

.... SETTLORS

And

- 1) Dr. Debasish Chatterjee
- 2) Mrs. Ratnabali Ray
- 3) Dr. Somnath Zutshi

... Trustees



Registrar of Assurances
Calcutta

4-7-02

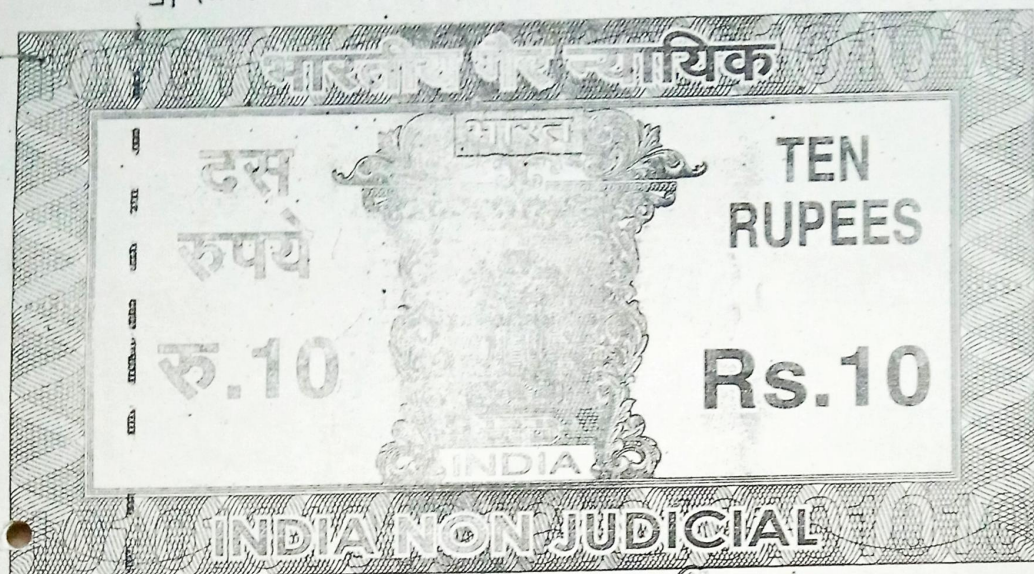


Registrar of Assurances
Calcutta

B. K. Sen
Advocate
7, Old Post Office Street,
Calcutta - 700 001.

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Under Article 123 of the Constitution of India

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V. S.

C. S.

C. S.

T. S.

C. S.

S. S.

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Debarish Chatterjee

2233 & 21/12/07

S. S.

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Registrar of Assurances
Kolkata.

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पश्चिम बंगाल WEST BENGAL

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Supplementary
Deed of Trust
F71

APPROVED BY REGISTRAR
Kolkata

31.12.07

SUPPLEMENTARY DEED OF TRUST

THIS SUPPLEMENTARY DEED OF TRUST made this 31st..day of
December Two Thousand and **Seven**, of the **CHRISTIAN ERA** in
the City of Kolkata **BETWEEN (1) DR. DEBASHIS CHATTERJEE,**

Ratnakoti Ray

12-30 PM 129886

31st
Sikondh Chatterjee
one of the...



NAME: Dr. Debapri Chatterjee
 ADDRESS: P-199 Block A Bangur Avenue
 Kolkata - 55
 27 DEC 2007
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road: Kol-1

Bangur Avenue
15

[Signature]

SPD's Registrar of Assurances
Kolkata



DEBAPRI CHATTERJEE



Ratnaboli Ray
(RATNABOLI RAY)



[Signature] SOMNATH ZUTSHI

S

Bipul Krishna Datta
S/o Late Mahomoshan Datta
Porvill. Parkangla.
via - Butaagar - Service
KOL - 700 140

133897 Sikondh Chatterjee & Shri
 Anand Chatterjee Hindu
 Medical Judicial Practitioners
 P-199 Block A Bangur Avenue
 Kol-55
 Ratnaboli Ray & Shri
 Anand Ray Hindu Social
 Worker 93/2 Konkalid Road
 Memulon Plot No 302 Kol-29
 13390 Sonnath Zutshi & Shri
 Motilal Zutshi Hindu
 13391 C384 Hooghly Gardens
 Kottigom Park Pune - 1

Bipul Krishna Datta
 S/o Late Mahomoshan
 Datta Parkangla
 Portonagar
 Service 700 140
 Kol-140

SPD's Registrar of Assurances
Kolkata

3 DEC 2007

son of Shri Amalesh Chatterjee, by faith-Hindu, by occupation-Medical Practitioner/ Psychiatrist and Ex President of Mon Foundation, residing at P-199, Block 'A', Bangur Avenue, Kolkata-700055; (2) MRS. RATNABOLI RAY, wife of Shri Amritava Ray, by faith- Hindu, by occupation-Social worker and the Founder and Managing Trustee 'ANJALI' a Mental Health Project, residing at No.93/2, Kankulia Road, Benubon, Flat No.A-302, Kolkata-70029 and (3) DR. SOMNATH ZUTSHI, son of Shri Motilal Zutshi, by faith Hindu, by occupation-non-Practising Psychiatrist, Film Scholar and Author, residing C-3 & 4, Moghul Gardens, Koregaon, Park, Pune-411 001, of the FIRST PART.

AND

(1) DR. DEBASHIS CHATTERJEE, residing at P-199, Block-'A', Bangur Avenue, Kolkata-700055, (2) MRS. RATNABOLI RAY, residing at No.93/2, Kankulia Road, Benubon, Flat No.A-302, Kolkata-700029; (3) DR. SOMNATH ZUTSHI residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411 001, of the SECOND PART.

WHEREAS on the 26th day of May in the 2002 the said (1) DR. DEBASHIS CHATTERJEE, son of Shri Amalesh Chatterjee, by faith-Hindu, by occupation-Medical Practitioner/ Psychiatrist and Ex President of Mon Foundation, residing at P-199, Block-'A',

Bangur Avenue, Kolkata-700055; (2) MRS. RATNABOLI RAY, wife of Shri Amritava Ray, by faith - Hindu, by occupation-Social worker and the Founder and Managing Trustee 'ANJALI' a Mental Health Project, residing at No.93/2, Kankulia Road, Benubon, Flat No.A-302, Kolkata-700029 and (3) DR. SOMNATH ZUTSHI, son of Shri Motilal Zutshi, by faith Hindu, by occupation-non-Practising Psychiatrist, Film Scholar and Author, residing C-3 & 4, Moghul Gardens, Koregaon, Park, Pune-411 001, mentioned therein as collective SETTLORS executed a Deed of Trust for creation a Charitable Trust in the name of 'DIKSHA' in favour of (1) DR. DEBASHIS CHATTERJEE, residing at P-199, Block-'A', Bangur Avenue, Kolkata-700055, (2) MRS. RATNABOLI RAY, residing at No.93/2, Kankulia Road, Benubon, Flat No.A-302, Kolkata-700029; (3) DR. SOMNATH ZUTSHI residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411 001, mentioned therein as a TRUSTEES, and the said Deed of Charitable Trust was registered in the office of the Registrar of Assurances Kolkata under A.R.A.-III, and recorded in Book No.IV, Volume No.37, Pages 144 to 168, Being No.1957 for the year 2002.

AND WHEREAS in partial modification of the said original Trust Deed being Book No.IV, Volume No.37, Pages 144 to 168, Being No.1957 for the year 2002, certain clauses of the said original deed are required to be newly inserted and certain clauses are required to be modified to suit the requirements of registration of the said Trust under Income Act. 1961 as specified hereunder mentioned.

AND WHEREAS in the said original Trust Deed in page No.16, Clause No.XX stands omitted and should be read as under "The accounting year of the Trust shall be financial year ending on 31st March every year".

AND WHEREAS following clauses shall be deemed to be added after Clause No.XXI of the said original Trust Deed as follows:-

- Clause XXII** : The Trustees shall be responsible for maintenance of books of accounts to record each receipt and payment. Such books of accounts shall be kept at the Office of the Trust.
- Clause XXIII** : The Trustees shall be also be responsible to get the books of accounts maintained by it audited by Chartered Accountants to be appointed by them from time to time.
- Clause XXIV** : The Surplus of the Trust shall remain invested under the various modes specified in Section 11(1) (d) of the Income Tax Act, 1961.
- Clause XXV** : The Trust and the Trust funds shall be irrevocable for all times.

AND WHEREAS this Supplementary Deed of Trust will be treated as a part and portion of the said original Trust Deed, being Book No.IV, Volume No. 37, Page No. 144 to 168, Being No. 1957 for the year 2002.

IN WITNESS WHEREOF all the parties hereto have executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the SETTLORS at Calcutta in the presence of :

WITNESSES :

1. Bipul Krishna Datta
Porvill. Parbangla
via - Bataagar
No. - 700140.

1. Datta. (DEBASHIS CHAKRORTY)

2. Ratnaboli Ray (RATNABOLI RAY)

3. Soni (SOMNATH ZUTSHI)

SIGNATURE OF THE SETTLORS

2. Lopamudra Pal
4. Biplabi Benoy Bose
Road. P.O. - Santoshpur
Koi - 700075

SIGNED SEALED AND DELIVERED

by the TRUSTEES at Calcutta in the presence of :

WITNESSES :

1. Bipul Krishna Datta
Porvill. Parbangla
via - Bataagar
No. - 700140

1. Datta.

2. Ratnaboli Ray

3. Soni

SIGNATURE OF THE TRUSTEES

2. Lopamudra Pal
4. Biplabi Benoy Bose Road
P.O. - Santoshpur
Koi - 700075

Prepared by me in my office :

K. C. Karmaker
Advocate
High Court, Calcutta.

Computer printed by :

M/S. VIJAYA

10, Old Post Office Street,
Kolkata - 700001.

SPECIMEN FORM FOR TEN FINGERPRINTS



| | | | | | | |
|------------------|------------|--|--|--|--|--|
| <i>D. J. Ray</i> | Left Hand | | | | | |
| | Right Hand | | | | | |



| | | | | | | |
|-------------------|------------|--|--|--|--|--|
| <i>Rahmeh Ray</i> | Left Hand | | | | | |
| | Right Hand | | | | | |



| | | | | | | |
|--------------------|------------|--|--|--|--|--|
| <i>[Signature]</i> | Left Hand | | | | | |
| | Right Hand | | | | | |

PHOTO

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|--|------------|--|--|--|--|--|
| | Left Hand | | | | | |
| | Right Hand | | | | | |

.....
DATED THIS 31ST DAY OF DECEMBER, 2007
.....

BETWEEN



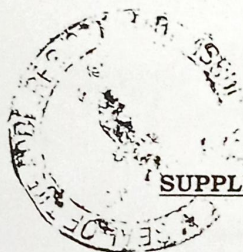
DEBASHIS CHATTERJEE & ORS.

.... SETTLERS

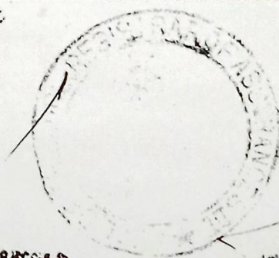
AND

DR. DEBASHIS CHATTERJEE & ORS.

..... TRUSTEES



SUPPLEMENTARY DEED OF TRUST



1999 Registry of Documents &
Kolkata

1999 Registry of Documents &
Kolkata

2007



7599

IV

5192

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

504 D 669092

SUPPLEMENTARY DEED OF TRUST

THIS SUPPLEMENTARY DEED OF TRUST subsequent to the Supplementary Deed of Trust and the original Deed of Trust which were registered on 31.12.2007 and 26.05.2002 respectively before the Registrar of Assurance, Kolkata under A.R.A. III and recorded in Book no.IV being Deed No. 7028 of 2007 and recorded in Book No. IV Volume No. 37 Pages 144 to 168, being Deed No. 1957 of 2002 respectively.

105. O. P.O. - St. Kol-1.

1-10 PM

Submitted for Registration at the Calcutta Registration Office

19th day of Sept 2008
Belashis Chatterjee
one of the
Grantants

| | |
|---------------------------|---------------------|
| Sold to | Belashis Chatterjee |
| Address | P-197 B1-A |
| Value | Rs. 18 SEP 2008 |
| L.S.R. High Court A.B. | |

P-197 B1-A
Baran Ave. K-1-55

19 SEP 2008

1 Belashis Chatterjee



9785

Belashis Chatterjee
Sri Anand Chatterjee
Hindu Medical Practitioner
ap 197 B1-A Baran Ave. K-1-55

1 Belashis Chatterjee



9786

1 Ratnaboli Ray

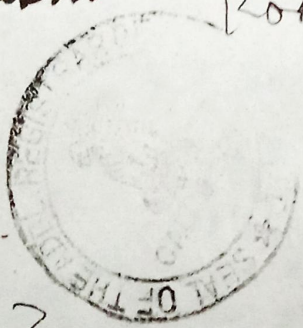
Ratnaboli Ray W/o Sri
Anand Chatterjee
Social Worker Anjali 93/2
Kankaria Road Bunkan Flat
N8302 Kol 29



9787

1 Soumath Zubki

Soumath Zubki
Hindu
C-384, Mohan Gardens
Kodagpur Park



Animesh Bhattacharya
Advocate
B.A.R - A
High Court

Animesh Chatterjee
Advocate
B.A.R. 4
High Court

19 SEP 2008

THIS SUPPLEMENTARY DEED OF TRUST is made on this 8th day of September, Two Thousand and Eight of the **CHRISTIAN ERA** in the city of Kolkata **BETWEEN** (1) **DR. DEBASHIS CHATTRJEE**, son of Shri Amalesh Chatterjee, aged about 50 years, by faith Hindu, by occupation Medical Practitioner/Psychiatrist and Ex President of Mon Foundation, residing at P-199, Block-A, Bangur Avenue, Kolkata-700055; (2) **MRS. RATNABOLI RAY**, wife of Shri Amritava Ray aged about 47 years, by faith Hindu, by occupation Social Worker and the Founder and Managing Trustee of 'ANJALI', a Mental Health Project, residing at No.93/2, Kankulia Road, Benuban, Flat No. A-302, Kolkata-700029, and (3) **DR. SOMNATH ZUTSHI**, son of Shri Motilal Zutshi, aged about 62 years, by faith Hindu, by occupation non-Practicing Psychiatrist, Film Scholar and Author, residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411 001, hereinafter collectively referred to as the **SETTLORS** (which expression shall unless repugnant to the context or subject or contrary to the meaning thereof their and each of their heirs, executors, administrators and assigns) of the **ONE PART**

AND

(1) **DR. DEBASHIS CHATTRJEE**, residing at P-199, Block-A, Bangur Avenue, Kolkata-700055; (2) **MRS.**

RATNABOLI RAY , residing at No.93/2, Kankulia Road, Benuban, Flat No. A-302, Kolkata-700029 and (3) **DR.SOMNATH ZUTSHI** residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411001, hereinafter collectively referred to as the **TRUSTEES** of the **OTHER PART.**

WHEREAS on the 26th day of May, 2002 and on 31st day of December, 2007 the said (1) **DR. DEBASHIS CHATTERJEE**, son of Shri Amalesh Chatterjee aged about 50 years, by faith Hindu, by occupation Medical Practitioner / psychiatrist and Ex President of Mon Foundation, residing at P-199, Block-A, Bangur Avenue, Kolkata - 700055; (2) **MRS. RATNABOLI RAY**, wife of Shri Amritava Ray, aged about 47 years, by faith Hindu, by occupation Social Worker and the Founder and Managing Trustee of 'ANJALI', a Mental Health Project, residing at No.93/2, Kankulia Road, Benuban, Flat No. A-302, Kolkata-700029 and (3) **DR.SOMNATH ZUTSHI**, son of Shri Motilal Zutshi aged about 62 years, by faith Hindu, by occupation non-Practicing Psychiatrist, Film Scholar and Author, residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411001, mentioned therein collectively as the **SETTLORS** executed a original Deed of Trust and a Supplementary Deed of

Trust registered on 26.05.2002 and 31.12.2007 respectively for establishing a Charitable Trust in the name of 'DIKSHA' in favour of (1) DR. DEBASHIS CHATTERJEE, residing at P-199, Block-A, Bangur Avenue, Kolkata -700055, (2) MRS. RATNABOLI RAY, residing at No.93/2, Kankulia Road, Benuban, Flat No. A-302, Kolkata-700029 and (3) DR.SOMNATH ZUTSHI residing at C-3 & 4, Moghul Gardens, Koregaon Park, Pune-411001, mentioned therein as the TRUSTEES and the said original Deed of Charitable Trust and the Supplementary Deed of Trust which were registered on 26.05.2002 and 31.12.2007 respectively before the Registrar of Assurance, Kolkata under A.R.A. III and recorded in Book No. IV, Volume No. 37 Pages 144 to 168, being Deed No. 1957 of 2002 and recorded in Book no. IV being Deed No. 7028 of 2007 respectively .

AND WHEREAS in partial modification and amendment of the said original Deed of Trust being Book No. IV, Volume No. 37, Pages 144 to 168, being Deed No. 1957 of 2002, certain clauses of the said original Deed of Trust was modified and amended by insertion of four certain new clauses to suit the requirements of registration of the said Trust under the Income Tax Act 1961 by the

Supplementary Deed of Trust which was registered on 31.12.2007 before the Registrar of Assurance, Kolkata under A.R.A. III and recorded in Book no. IV being Deed No. 7028 of 2007.

AND WHEREAS in the original Trust Deed in Page No. 16 Clause No. XX stands omitted should be read as "The accounting year of the Trust shall be the financial year ending on 31st March every year." The aforesaid Clause was amended by incorporating the same in the Supplementary Deed of Trust which was registered on 31.12.2007.

AND WHEREAS the original Trust Deed is required to be further amended and modified to facilitate the requirements of registration of the said Trust Deed under Income Tax Act 1961 as specified hereunder mentioned.

AND WHEREAS in the original Trust Deed in page no. 12 sub-clause no. e of clause no. VI the words "or not" is hereby deleted and read as follows:-

To invest and keep invested the Trust properties either in the purchase or mortgage of immovable properties or in shares , debentures or other securities or any business

undertaking and investments whether authorized by the Indian Trust Act and to alter, vary or transpose such investments from time to time, as the Trustees shall in their absolute discretion think fit.

AND WHEREAS the new following clause shall be deemed to be added after clause XXV in the Supplementary Deed of Trust as follows:-

Clause XXVI : In the event of dissolution of the Trust the fund and the other properties of the Trust shall be vested to the similar Trust having the same and identical aims and objectives.

AND WHEREAS this Supplementary Deed of Trust shall be treated and considered as the part and parcel of the said original Trust Deed, being Book No. IV , Volume No. 37, Pages 144 to 168, being No. 1957 of 2002 as well as the Supplementary Deed of Trust being Book no. IV, being No. 7028 of 2007.

IN WITNESS WHEREOF all the parties hereto have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED by the **SETTLORS** in Kolkata in the presence of:

WITNESSES:

1. Lopamudra Pal
34, Hind Road
'SUSHAMA'
2nd Floor,
New Santoshpur.
KOL-700045

2. Bipul Krishna Gpta
Parkangla
Bataagan
DEL-140.

1. Debasish Chatterjee /

2. Ratnabati Ray /

3. Somnath Zutshi /

SIGNATURE OF THE SETTLORS

SIGNED AND DELIVERED

by the **TRUSTEES** in Kolkata in the presence of:

WITNESSES:

1. Lopamudra Pal
34, Hind Road
'SUSHAMA'
2nd Floor
New Santoshpur, KOL-75

2. Bipul Krishna Gpta
Parkangla
Bataagan, DEL-140

1. Debasish Chatterjee /

2. Ratnabati Ray

3. Somnath Zutshi

SIGNATURE OF THE TRUSTEES

Prepared and drafted
in my office:

Animesh Bhattacharya

Animesh Bhattacharya

Advocate

Bar Association, Room No. 4

High Court, Calcutta

Computer printed by:

SPECIMEN FORM FOR TEN FINGERPRINTS



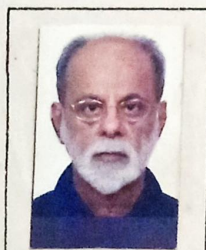
Deekha Singh

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| Left Hand | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



Parvati Bai

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| Left Hand | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



Somnath Zubin

| | | | | | |
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| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| Left Hand | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |

PHOTO

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|------------|---------------|-------------|---------------|-------------|---------------|
| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| Left Hand | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |

Registered in - 1x
Book No.
Volume No. 88
Page 6
Page 5192
Date 2008

DATED THIS 18 TH DAY OF SEPTEMBER, 2008

De ✓
Ra ✓
So ✓

**SUPPLEMENTARY DEED OF
TRUST**



BETWEEN

Additional Registrar of Assurance - III,
Kolkata

22.4.09 DR. DEBASHIS CHATTERJEE & OTHERS.



.... SETTTLORS

AND

DR. DEBASHIS CHATTERJEE & OTHERS.

.... TRUSTEES.

Signature of Animesh Bhattacharya

19 SEP 2008

Animesh Bhattacharya
Advocate
Bar Association, Room No.4,
High Court, Calcutta.