



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

69AA 721936

**BEFORE THE FIRST CLASS JUDICIAL MAGISTRATE ALIPORE**  
**AFFIDAVIT**

I, KRISHNA BHATTACHARYA, Wife of DHRUVAJIT BHATTACHARJEE.  
Aged about- 50 years, by faith – Hindu by occupation – Business, Presently residing  
at (Address) 2R, Confield Road, P.O.- Ballygung, P.S.- Gariahat Kolkata- 7000 019, do  
hereby declare that :-

1) That I have been running Charitable Trust in the name of "ARTISTS WELFARE TRUST" at 46, Circus Avenue, Kolkata 700017 since 2003. Presently we have shifted the Trust office to the permanent place that has been purchased jointly in my name and in my husband's name at 1700 Rajdanga Main Road, Kolkata 7000107.

2) That this place we are giving to the Trust to operate its activities without any rental.

3) That I am Indian Citizen.

4) That the above statements are true to the best of my knowledge & Belief.

Affidavit No. 48757  
I solemnly affirmed before me this day  
of 11/10/2012 by 2013  
the declarant of proper identification  
of the swaror.

320  
Judicial Magistrate  
1st Class, Alipore

*K. Bhattacharya*  
DEPONENT

Identified by me.  
K. P. Mazumder Adv.  
Calcutta High Court  
WB 632175

04869/10

IV

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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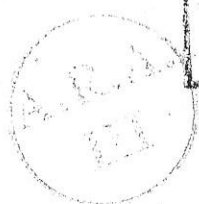
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Settlement

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Registrar of Assurances, Kolkata  
23 JUN 2010

100

Certified that the foregoing  
Registration Fee has been  
paid in full by the declarant  
as the part of this document.

THIS DECLARATION OF TRUST DEED made this 3<sup>rd</sup> day of JUNE  
TWO THOUSAND AND TEN  
BETWEEN

**MR. BISWAJIT BANERJEE** son of Sri Anil Banerjee by faith Hindu, by occupation Service, residing at No. 37, Rue Desbassyn De Richmond Pondichery – 1 represented by his constituted Attorney **S. K. RAYCHAUDHURY** son of Late J. L. Raychudhury residing at Banerjee Hat, P.O. Maheshtala P.S. Maheshtala Kolkata 700 141 hereinafter called "**THE SETTLOR**" (which term or expression shall unless excluded by and/or repugnant to the subject or context shall mean and include his heirs legal representative executors administrators and assigns of the **ONE PART AND SRI DHRUBAJIT BHATTACHARYA** son of Sri Dwijendra Nath Bhattacharya (**2**) **KRISHNA BHATTACHARYA** wife of Dhrubajit Bhattacharya by birth Hindu both occupation business, both residing at No. 2R, Cornfield Road, P.S. ~~EMERIA HUT~~ Kolkata 700 019 hereinafter called **THE "TRUSTEES"** (which term or expression shall unless excluded by and/or repugnant to the subject or context shall mean and include the Trustees for the time being and his their successor or successors in office/interest assigns of the **OTHER PART**

**WHEREAS** the Settlor being desirous of creating a Public Trust and for that purpose has irrevocably transferred and assigned with the Trustees a sum of **Rs.1100/- (Rupees One thousand and one hundred)** only TO HOLD the same and the income thereof own trust for the object and purposes with the Power and on the terms and Provisions hereinafter contained.

**AND WHEREAS** for the purpose of giving effect to such desire, the Settlor has delivered the said sum of Rs.1100/- on 6<sup>th</sup> May 2003 to the Trustees with the intention that they shall hold the said sum and Income arising there from upon trust and subject to the Power and provisions and objects hereinafter referred to as "the Estate" and all accretions there to upon trust to apply the same for the object and proposes hereinafter mentioned with the trustees have agreed to do for the consideration aforesaid the trustees covenant with the Settlor his heirs, executors and administrators, that the trustees for the time being shall stand and be possessed of the said sum of Rs.1100/- and all additions and accretions thereto to and all income arising there from upon the trusts subject to powers and provisions hereinafter declared.



1. The Name of the Trust shall be **ARTISTS WELFARE TRUST** the same not be changed or altered in any way.
2. The objects and purpose of the Trust are and shall be:-
  - a) To promote and develop Art and Culture. Art including paintings, sculptures, and different kinds of art both traditional and modern.
  - b) To develop, built or acquire hostels, shelter in any form for the artists, their family, or any person engaged for promoting paintings, Art, music culture in general irrespective of caste creed and religion.
  - c) To manage maintain and run Art centers, engaged in the development and promotion of Art, Culture, Heritage, Music.
  - d) To open, promote, manage, maintain for the benefit of the public the Art Schools to conduct workshop, to hold conference seminars, for the development of Art and Culture.
  - e) To pay out of the income of the Trust for the maintenance of the Artists involved in the promotion of Art and Culture irrespective of caste, creed and religion.
  - f) To provide for medical and other help to the needy Artists, or persons involved in the promotion of Art and Culture irrespective of caste, creed and religion.
  - g) To grant donations to any institutions, Trust etc. established exclusively for the charitable purposes irrespective of caste, creed and religion.
  - h) To receive donations for the Trust to fulfill the objectives of the Trust

- i) To carry out publications, documentary films, serials, books, on literature, Art, Culture, Science for useful benefit and for promotion of knowledge in the field of art and persons in connection.
- j) To open branches unit and officers in India and Abroad in the name of the trust or in any other name, the Trust being the owner of the same for the promotion and development of Art, Culture Music etc.

Notwithstanding anything herein contained the trust estate or the income thereto or any part of the trust estate or its Income shall be utilized for any purpose other than public charitable purposes as mentioned in section 88 of the Income Tax Act, 1961 or any statutory modification thereof.

3. The Trust shall on an office under the name and style of 'Artist Circle' on such other name or gallery on the trustee so decide and the office of the Trust shall be situated at No. 46, Circus Avenue, Kolkata 700 019 but the trustees if unanimous may transfer the office of the trust to any other place within the Union of India as the Trustees may think expedient from time to time.
4. The affairs of the Trust or the Trust estate shall be managed by the Board of Trustee composed of the Trustees of the said Trust Estate for the time being. The number of Trustees at any given time shall not be less than two or more than seven.
5. The office of the Trustee shall ipso-facto become vacant on the happening of any of the following events.
  - a) Death,
  - b) Insanity
  - c) Resignation,
  - d) On being convicted of any serious criminal offence involving moral turpitude

- e) On failure to attend four consecutive meetings of the Trustees without sufficient cause and with out previous intimation having been given in writing.
  - f) On being adjusted insolvent.
6. The above named **KRISHNA BHATTACHARYA** one of the Trustee, during her life time shall be Chairman of the Board of Trustee and after her death her husband, if alive, and after the death of her husband their eldest son shall be one of the trustees and the Chairman of the Board of Trustee.
7. Any vacancy occurring in the Board of Trustees either by death, resignation or disqualification or otherwise shall be filled up by the remaining Trustees or Trustee as soon as possible.
8. During the period of any vacancy or vacancies the authorities and owners of the Trustees, hereby conferred and all acts matters and deeds required to be exercised done or performed shall be done and performed by the remaining Trustees or Trustee for the time being and all such acts matters and deeds so done by the remaining Trustees or Trustee for the time being shall be valid and binding on the Trust.
9. The Trustees will have the Power:-
- (a) To possess and manage the Trust Estate, Trust properties and Trust fund, the investments for the time being representing the Trust Fund and to do all acts necessary for the maintenance and preservation thereof.
  - (b) To open operate one or more banking accounts be it savings or current, recurring or fixed deposit account with any Scheduled bank or non-banking financial institution or company or firm.

- (c) To pay all expenses relating to the affairs, administration and management of the Trust.
- (d) To maintain regular and accurate accounts of the receipts and expenditure,
- (e) To demand realize and receive all interest dividends rents and other income or moneys of the Trust or its properties from persons, firms or companies and public Debts Office liable to pay the same.
- (f) To deposit the income of the Trust Fund with the Bankers of the Trust appointed by the Trustees who may be any Bank or any firm, company individual on such terms as the Trustees may decide. The Bank Account of the Trust may be operated by any one or more Trustee or Trustees as may be decided by the Board of Trust.
- (g) To invest the trust fund such portion thereof as is not immediately required for the objects and purposes of the Trust in lands, buildings, shares, securities, and nationalize bank and other investment as provided under Section 11(5) of the Income Tax Act, in force.
- (h) The Trustees shall be liberty to sell, mortgage call in or convert into money the properties of the Trust or the investments and to vary the investments from time to time and re-invest the same at their discretion.
- (i) To compromise, compound, abandon, submit to arbitration or otherwise settle any debt accounts, claim or disputes or suit relating to the affairs of the Trust it fund, properties or the investments for the time being.

- (j) To appoint clerks other employees for managing and carrying out the affairs of the trust of for collection of income thereof and pay such salaries or remuneration as the Trustees as the Trustees may think fit.
  - (k) To nominate, constitute and appoint attorney or agent and delegate to such attorney or agent all or any other power vested in them under these presents,
  - (l) To accept donations, contribution either in cash or in kind for the objects and purposes of the Trust from the Settler her husband or from any body desirous to give donation if the Trustees so approve and on such terms and subject and such conditions as may be agreed to,
  - (m) To frame and from time to time very amend or alter schemes rules regulations and bye laws for the management and administration of the Trust, its properties and the institutions run or aided by the Trust.
  - (n) To take all steps necessary to carry out the objects and purposes of the Trust or the affairs thereof or otherwise to give affect to the objects and purposes of the Trust.
  - (o) The Trustees may borrow any money from any person or persons for the purposes of carrying out the objects of the Trust.
10. The Trustees above named shall constitute the first Board of Trustee and more trustees may be appointed ass the Board decided. The Board may constituted a committee and delegate the power as they deem fit.
11. The above name and will be trustees for life and shall not be liable to retirement or removal under any of the provisions herein contained, however, they will be entitled to nominate or appoint, either inter



vivo or by testamentary disposition, any other persons in their respective place and stead to be the Trustee for life who have the same powers privileges including the power to appoint his nominee as Trustee for life.

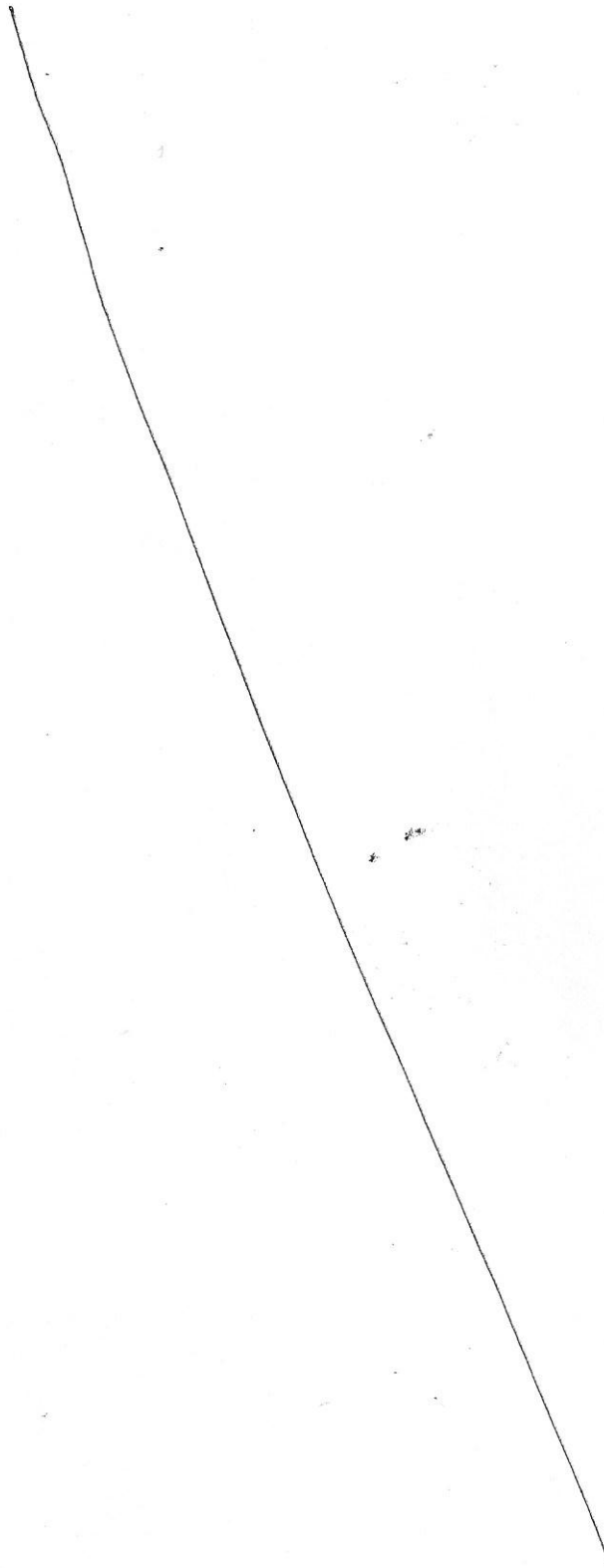
12. The Power of appointing any Trustee under the provisions contained herein shall be exercised by the Board of Trustees in accordance with the opinion of the majority of the Trustees.
13. The Board of Trustees can remove any trustee in its duly called and held meeting by vote of majority of the Trustees for the time being of these presents.
14. The Board of Trustees shall duly execute the Trust and in so doing subject to the provisions aforesaid, shall apply the Trust Estate or the Trust Fund or so much thereof in such manner and in such proportion and for such objects as the said Board in its absolute discretion think necessary and in so doing it shall be entitled to prefer one object to the other and shall not be bound to carry out any particular objects of the Trust and carry out such of the objects as the said Board may from time to time think expedient or necessary.
15. The Trustees shall be respectively chargeable only for such money funds and securities as they actually receive and shall not answerable the one for the other of them nor for any bankers brokers and other persons in whose hands the trust property has been placed nor for the insufficiency or deficiency of any stocks funds or security or otherwise he has delivered to his co-trustee or trustees or has allowed the co-trustees to receive the trust property or to retain the same longer than necessary or for not taking any steps fro breach of the trust committed by the Co-trustee or trustees.
16. Any Trustee shall be entitled to resign from the office of the Trustee at any time.

17. If for any reason any of the Trustees is unable to execute the Trust on account of his absence from India, sickness or for any other unavoidable reason beyond his control he shall be entitled to delegate to his office or any of his right to one of his co- trustees.
  
18. So long as the Board to Trustees do not frame any rules and regulations for conducts of its business the following provisions shall apply to its meetings and proceedings
  - (a) The Trustees shall hold ordinary meetings at least two times in each year
  
  - (b) A special meeting may at any time be convened by the Chairman of the Board of Trustees on seven days notice being given to all the other Trustees of the business to be transacted or discussed.
  
  - (c) Two Trustees present at a meeting shall form a quorum and the decision of majority of the Trustees present at a meeting shall be final and binding. In case of equality of votes the Chairman will have a casting vote.
  
  - (d) The Trustees shall cause to be maintain a Minute Book of their proceedings and all other usual books of account and records.
  
  - (e) The Trustees may from time to time make and repeal Rules and Regulations relating to their meetings, the conduct of the business of the Trust, running of the institutions and generally for the management of the Trust and its affairs.
  
19. A resolution in writing signed by majority of the Trustees for the time being shall be as valid and effective as if it had been passed at a meeting of the Trustees duly called and convened.

20. The Trustees shall not be entitled to any remuneration for their services, but they will be paid all traveling and other out of pocket expenses actually incurred by them in connection with the management of affairs of the trust. Provided that any Banker legal adviser or any other professional person appointed as Trustees at any time, shall be entitled to be paid such reasonable remuneration of his trouble and loss of time as the Board of Trustees may from time to time decide.
21. A competent auditor shall be appointed for auditing the accounts of income and expenditure of the Trust, the auditors shall be appointed by the Board of Trustees annually for one year on such remuneration and on such terms as they think fit.
22. If at any time all the Trustees desire to wind up the Trust, they will be entitled to do so, by giving the whole of the Trust Fund then remaining in their hands to any other institution of institutions established for similar purpose and carrying on similar charitable works or to one or more of them in such proportion as they in their discretion think fit to be used for such of the purpose aforesaid as the Trustees may direct and on such condition as the Trustees may in their impose and thereupon the Trust shall be completely wound up and the Trustees shall be all absolved from any further responsibility. After the desolution of the Trust the remaining assets will be disbursed among such organization which has got registration under Section 12(a) of the Income Tax Act 1961.
23. The amalgamation of the existing trust will be made with organization which have similar objective.

MEMO

**11 (eleven) pcs. Of Reserve Bank Notes of Rs.100/- each aggregating to Rs.1,100/- (Rupees One thousand and one hundred) only.**





IN WITNESS WHEREOF the above named Settlor and the Trustees have hereunto set and subscribed their respective hand and seal the day month and year first above written.

SIGNED AND DELIVERED by

The within named Settlor at Kolkata

In the presence of;

*[Signature]*  
J.S.K. RAJ CHAUDHURY  
SUBRATA KUMAR RAJ CHAUDHURY  
As Constituted Attorney & S.  
Bishajit Banerjee, SETTLER

*[Signature]*  
Kumar  
As Constituted

SIGNED AND DELIVERED by

The within named Trustees at Kolkata

In the presence of;

*[Signature]*  
DHROBASIT BHATTACHARJEE

*[Signature]*  
Kumar  
As Constituted

*[Signature]*  
(KRISHNA BHATTACHARYA)

*[Signature]*

Drafted by  
Adv.  
C.M.M. Court.



**Government Of West Bengal**  
**Office Of the A.R.A. - III KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : IV - 06302 of 2012**  
**(Serial No. 11387 of 2012)**

1. S. K. Ray Chaudhury, son of Lt. J. L. Ray Chaudhury , Banerjee Hat, Maheshtala, , Kolkata, P.O. :- ,District:-, WEST BENGAL, India, Pin :-700141 By Caste Hindu By Profession: Others,as the constituted attorney of Biswajit Banerjee is admitted by him.

Identified By Pravash Pramanick, son of Lt. J. N. Pramanick, 2, Bankshall St. Cal, P.O. :- ,District:-, WEST BENGAL, India, , By Caste: Hindu, By Profession: Law Clerk.

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

18 OCT 2012







( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A.-III KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 04869 / 2010, Deed No. (Book - IV , 03332/2010)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sri Dhruvajit Bhattacharya			<i>Bhattacharya</i> 03/06/10

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	S K Raychaudhury Address -Banerjee Hat, Kolkata, Thana:-Maheshtala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Maheshtala Pin :-700141	Attorney		 LTI	<i>S K Raychaudhury</i>
			03/06/2010	03/06/2010	
2	Dhruvajit Bhattacharya Address -2 R, Cornfield Road, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019	Self		 LTI	<i>Bhattacharya</i>
			03/06/2010	03/06/2010	
3	Krishna Bhattacharya Address -2 R, Cornfield Road, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019	Self		 LTI	<i>Krishna Bhattacharya</i>
			03/06/2010	03/06/2010	

Name of Identifier of above Person(s)

Asit Manna  
6, Old Post Office, District:-Kolkata, WEST BENGAL,  
India, P.O. :-




Signature of Identifier with Date

*Asit Manna*  
03/06/2010

*(Signature)*

(Prabhat Kr Ghosh)  
**ADDITIONAL REGISTRAR OF ASSURANCE-III**  
**Office of the A.R.A.-III KOLKATA**

**SPECIMEN FORM FOR TEN FINGERPRINTS**

	<i>S. R. Singh</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Bhattacharya</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>W. Bhattacharya</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				





Government Of West Bengal  
Office Of the A.R.A.-III KOLKATA  
District:-Kolkata

Endorsement For Deed Number : IV - 03332 of 2010  
(Serial No. 04869 of 2010)

On 03/06/2010

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 58,64A of Indian Stamp Act 1899.

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 17/- ,E = 7/- on 03/06/2010

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13.16 hrs on :03/06/2010, at the Office of the A.R.A.-III KOLKATA by Sri  
Dhrubajit Bhattacharya , one of the Claimants.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 03/06/2010 by

1. Sri Dhrubajit Bhattacharya, son of Sri Dwijendra Nath Bhattacharya , 2 R, Cornfield Road, Kolkata,  
Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste  
Hindu, By Profession : Business
2. Krishna Bhattacharya, wife of Dhrubajit Bhattacharya , 2 R, Cornfield Road, Kolkata, Thana:-Gariahat,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By  
Profession : Business

Identified By Asit Manna, son of A K Manna, 6, Old Post Office, District:-Kolkata; WEST BENGAL,  
India, P.O. :- , By Caste: Hindu, By Profession: Service.

**Executed by Attorney**

Execution by

1. S K Raychaudhury, son of Late J L Raychaudhury , Banerjee Hat, Kolkata, Thana:-Maheshtala,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Maheshtala Pin :-700141 By Caste Hindu  
By Profession: Others,as the constituted attorney of Mr Biswajit Banerjee is admitted by him.

Identified By Asit Manna, son of A K Manna, 6, Old Post Office, District:-Kolkata, WEST BENGAL,  
India, P.O. :- , By Caste: Hindu, By Profession: Service.


( Prabhat Kr Ghosh )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

( Prabhat Kr Ghosh )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV  
CD Volume number 4  
Page from 8485 to 8501  
being No 03332 for the year 2010.



  
(Prabhakar Kr Ghosh) 03-June-2010  
ADDITIONAL REGISTRAR OF ASSURANCE-III  
Office of the A.R.A.-III KOLKATA  
West Bengal 4.6.10