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पश्चिम बंगाल WEST BENGAL

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15/10/09

C.D. 694833 Date 15-10-09 Rs 75/-

16.10.09

Address: ...
15 OCT 2009

TRUST DEED

[Signature]
S. K. ...
Kolkata

THIS DEED OF THE TRUST, is made at Kolkata, West Bengal, on this 15th day of October 2009, (Two thousand and nine) by SHRI BHOLANATH SAH, son of Late Lakhan Sah, R/o. 311, Ghose Para Road, P.O.- Noapara, Dist.- North-24-Parganas, West Bengal (hereinafter called the Settlor/founder of the Trust) which expression unless repugnant to the context hereof shall include his legal representative, heirs, executors and administrators.

2.

AND WHEREAS the settlor is desirous to establish or acquire a School , Morning Bells Academy Educational Welfare Trust by creating facilities for the upliftment, of the poor downtrodden, destitutes, orphan children, for their good education to all children, in our society irrespective of any sex, caste, creed, class, community or religion with the object of furthering the cause of knowledge and living of people in India benefits of which directly or indirectly will help in around improvement of education of the people in urban as well as rural areas.

AND WHEREAS in furtherance of the settlor's aforesaid desires, the settlor has decided to create an IRREVOCABLE TRUST to be called as "MORNING BELLS ACADEMY EDUCATIONAL WELFARE TRUST"

AND WHEREAS with a view of carrying out these desires it is "intended that the settlor shall forthwith contribute and deliver to the Trustees mentioned herein below a sum of Rs.11,000/- (Rupees Eleven thousand only) for the purpose of being held upon the trusts hereinafter contained.

AND WHEREAS it is the desire and belief of the settlor that the corpus of the Trust fund of the said trust may be further augmented from time to time by the flow of funds by gifts or donations or grants whether in cash or kind.

AND WHEREAS it is further desire of the settlor that the activities of the said trust should be carried out during his life time and thereafter, and for meeting the objects of the Trust, the settlor desires to convert on a latter date his other movable and immovable assets including his source of income, if any, to the corpus of the said Trust as and when it is considered necessary by the settlor.

AND WHEREAS THE Trustees named hereinafter have agreed to be the First Founder Trustees of the Trust and have consented to act as the First Trustees of these presents as testified by their being parties to and executing the same.

AND WHEREAS with a view to secure and ensure proper and effective management of the Trust, it is so considered prudent and desirable to execute a formal Deed of Trust specifying certain terms & conditions for good administration of the Trust, and also the powers of the Trustees.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. For effectuating his said desires and in consideration of the promise the settlor/founder possessing the above sum of which he is exclusive and absolute owner, hereby conveys, transfers and grants the same unto the Trustees for the purposes and objects specified herein, that is to say to be used and appropriated by the Trustees for carrying out and fulfilling the said objects and the settlor hereby relinquishes for all time any claim or interest in the abovesaid property. The Trustees shall henceforth hold and stand possessed of the said sum (hereinafter for brevity sake referred to as the "Trust Fund").

2. Name & Address:

a) The Trust created by these presents shall be known as "MORNING BELLS ACADEMY EDUCATIONAL WELFARE TRUST". The said name will be a permanent name and will not be changed at any stage by any person whatsoever.

b) The name of the school to be opened by this Trust shall be as "MORNING BELLS ACADEMY EDUCATIONAL WELFARE TRUST" and name of the School shall be "MORNING BELLS ACADEMY". Any other education school, college or Institution to be opened by this Trust shall always be preceded by the words. "MORNING BELLS ACADEMY".

c) The Head Office of the Trust shall be situated at 310, Ghose Para Road, P.O.-Noapara, Dist.-North 24 Parganas, West Bengal or at such other place/places in India as the Trustees may decide by mutual consent from time to time including for its branches/Educational Centres.

3. **Trust Property:**

The Trust property shall mean and include besides the properties hereby conveyed by this Deed all properties, movable or immovable, which may, under the terms of these presents, be purchased, acquired, substituted, added, donated, converted or contributed or capitalized from income in execution of these presents and shall be subjects to the powers, provisions, directions, agreements and conditions upon which the same may be purchased, acquired, substituted, added, donated, converted or contributed or capitalized from income in execution of the objects of the Trust hereinafter mentioned.

4. **OBJECTS:**

Besides having main objective of providing education and Health, the Trust shall have following objectives all of which should be necessarily directed towards the benefit of all children of our society and for their good education.

TO THE EXTENT that the same shall relate without reference to sex, caste, class, creed, religion, community or nationality; and in such manner in all respects as the Trustees shall in their absolute discretion think fit and so that the income as applicable or accumulated for application to such charitable purposes of these presents for being applied for charitable purposes herein mentioned without any profit motive of any kind, the charitable purpose referred to above shall be as follows:

- 4.1. To run, maintain, manage and carry on the above society for the welfare of the people;
- 4.2. To spread primary education among the children by establishing primary school/Secondary/ Higher Secondary/ Colleges etc. and other educational Institution;
- 4.3. To give education to the children through Bengali, English and Hindi medium by the qualified teacher and to render sincere services to the students on their education;

5. **MANAGEMENT:**

5.1. The affairs of the Trust will be managed by the Board of Life Trustees. The Minimum Number of the life Trustees of the Board shall be five (5) and Maximum No. of Trustees shall not exceed Eleven (11) at any time including five (5) founder trustees named below in 5.6.

5.2. The settlor of the Trust, Shri BHOLANATH SAH shall be the Chairman and permanent member Trustee of the Board in his lifetime and shall continue to work as permanent chairman of the Board of trustees unless he decides otherwise. In his absence, remaining permanent life trustee shall have power to appoint the chairman of the Trust. However, the settlor/founder shall have power to nominate any life trustee as Chairman and/or managing trustee of the trust during his life time to run the trust efficiently. The settlor shall have absolute power to appoint any trustee and to remove the trustee at his discretion at any time.

5.3. The founder Trustees or in their absence the chairman of the board of life trustee at their sole discretion and considering the interest of the Trust, may appoint one or more life trustees but maximum number of trustees in the board shall not exceed 11 (Eleven) for controlling overall administration of the trust and its Centres etc. However, office Trustees may be appointed to form Managing Committee for controlling administration of one or more Educational Centre of the Trust under overall supervision of the Board of the Trustees.

5.4. The appointment of the trustees to fill in any casual/routine/normal vacancy shall be in consensus of the existing member of the board and final decision shall vest with the Founder Trustees or with the Chairman.

5.5. The office of Trustee/trustees shall become vacant on one's resignation, or who is found to carrying out activities contrary to the interest and objects of the trust or on death or on his becoming insolvent or of unsound mind or on his conviction by a court of law.

5.6. The following members of the Board of Trustees will be called founder Trustees and shall remain permanent Trustees of the board:

<u>S.N.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>
01.	BHOLANATH SAH S/o. Lt. Lakhan Sah	311, Ghosh Para Road, P.O.-Noapara, Dist-North 24 Parganas.	Founder Trustee & Chairman
02.	JOYDEEP SAH S/o. Bholanath Sah	C/o. Ashok Sen, OGG Road, Noapara, P.O.: Shyamnagar-743127 Dist-North 24 Paraganas.	Trustee
03.	CHHABI SAH D/o. Lt. Ganesh Bhakat	311, Ghosh Para Road, P.O.-Noapara, Dist-North 24 Parganas.	Trustee
04.	MRS. SHIBANI BISWAS D/o. Lt. Bimal Kr. Mukherjee	651, Udaipally, P.O.-Garulia, PIN-743133 Dist-North 24 Paraganas.	Trustee
05.	SANJIV SHAW S/o. Jawahar Lal Shaw	M/s. Prem Timber Co. 255, East Ghosh Para Road, P.O.-Shyamnagar-743127 Dist-North 24 Paraganas.	Trustee

In addition to above addition life Trustees may be appointed at the sole discretion of the settlor/chairman after Registration of the Trust Deed by recording his/her approval letter in the Minutes Book of the Trust Meetings.

6. POWERS OF THE MANAGEMENT:

The Board of life Trustees and the council/councils as advised by the Board shall have the following powers:

6.1. The Trustees may at any time invite and receive or without such invitation receive any voluntary donation either from the settlor or from any member or the Public in India or abroad in foreign exchange whether in cash or kind. All such donations including buildings and other immovable properties shall be treated as forming part of the Trust Fund being the subject matter of these presents and shall be applied accordingly. However the Board shall be at liberty to refuse any donation, grant or legacy without giving any reason for such refusal.

6.2. To apply the income of the Trust property and if all members of the Board agree unanimously the corpus of the Trust property as augmented by the capitalization of the income from time to time for all or any one of the objects hereinbefore specified in such manner and in all respects as they in their absolute discretion deem fit.

6.3. The Trustees may in the conduct of the Trust business employ and pay such agent or agents, as they will, as their discretion, consider necessary and delegate to the confer upon him or them such authority and power in connection with the Trust hereof as the Trustees shall deem expedient or proper.

6.4. **Bank A/c:** The board or the council shall have power to open, operate current or savings Bank account or overdraft accounts with any banks/financial institution anywhere in India. The Bank account of the Trust will be operated under the signatures of one or more Trustees as may be decided by the Chairman or Board of life Trustees in their meeting.

6.5. To make use of the Trust Property including income or any part thereof for the attainment of all or any of the objects of the Trust, and for such purposes to accumulate the income of the Trust.

6.6. To organise meetings, functions, seminars, conferences and to meet and incur necessary expenditure for carrying out any one of the Objects of the Trust.

In witness whereof the Settlor/Founder has executed this Deed and has appended his signature on this deed in token of the acceptance as well as of other trustees of this Trust, in terms of these presents on the day, month and the year first above written.

WITNESSES:

1. Pradip Chatterjee
- B. Crooked Lane
- Kal- 69.

2. Rajha Mukherjee
- Vill - Dakshinpara, P.O. - Ganulis
- Dist - 24 Pgs (N), 743133.

Read over & explained
& Drafted by me.
K.C. Kamraker
Advocate
Hegda Gani, Calcutta

Bholanath Sah

(BHOLANATH SAH)
FOUNDER/SETTLOR ✓

Signature of Life Trustees

1. Bholanath Sah
(BHOLANATH SAH) ✓
2. Joydeep Sah
(JOYDEEP SAH) ✓
3. रुद्रेश
(CHHABISAH) ✓
4. Shibani Biswas
(MRS. SHIBANI BISWAS) ✓
5. Sanjiv Shaw
(SANJIV SHAW) ✓



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

Endorsement For Deed Number : IV - 04907 of 2009
(Serial No. 07073 of 2009)

On 15/10/2009

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) = 110/- ,E = 7/- on 15/10/2009

Deficit stamp duty

Deficit stamp duty Rs. 75/- is paid, by the draft number 694833, Draft Date 15/10/2009, Bank Name STATE BANK OF INDIA, Kolkata, received on 15/10/2009

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

Presented for registration at 13.55 hrs on :15/10/2009, at the Office of the A.R.A.-III KOLKATA by Bholanath Sah,Executant.

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

Execution is admitted on 15/10/2009 by

1. Bholanath Sah, son of Lt Lakhn Sah , 311 Ghose Para Road P. O. Noapara North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
 2. Bholanath Sah, son of Lt Lakhn Sah , 311 Ghosh Para Road P. O. Noapara North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
 3. Joydeep Sah, son of Bholanath Sah , C/o. Ashok Sen O G G Road Noapara P. O. Shyamnagar North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
 4. Chhabi Sah, daughter of Lt Ganesh Bhakat , 311 Ghosh Para Road P. O. Noapara North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
 5. Shibani Biswas, daughter of Lt Bimal Kr Mukherjee , 651 Udaipally P. O. Garulia North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
 6. Sanjiv Shaw, son of Jawahar Lal Shaw , M/s. Prem Timber Co 255 East Ghosh Para Road North 24 Parganas , Thana ., By Caste Hindu, By Profession : Others
- Identified By Pradip Chatterjee, son of S Chatterjee, Kol- 69 ,Thana: ., By Caste: Hindu, By Profession: Service.

(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III


(Prabhat Kr Ghosh) 15.10.09
ADDITIONAL REGISTRAR OF ASSURANCE-III

15/10/2009 14:36:00

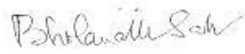


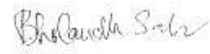





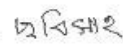
EndorsementPage 1 of 1

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. 07073 / 2009, Deed No. (Book - IV , 04907/2009)

Signature of the Presentant

Name of the Presentant	Signature with date
Bholanath Sah	 15.10.2009

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



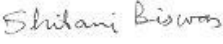



Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Bholanath Sah Address -311 Ghose Para Road P. O. Noapara North 24 Parganas	Self			
2	Bholanath Sah Address -311 Ghosh Para Road P. O. Noapara North 24 Parganas	Self	 15/10/2009	 LTI 15/10/2009	
3	Joydeep Sah Address -C/o. Ashok Sen O G G Road Noapara P. O. Shyamnagar North 24 Parganas	Self	 15/10/2009	 LTI 15/10/2009	
4	Chhabi Sah Address -311 Ghosh Para Road P. O. Noapara North 24 Parganas	Self	 15/10/2009	 LTI 15/10/2009	



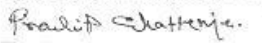
(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A.-III KOLKATA 16.10.09

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. 07073 / 2009, Deed No. (Book - IV , 04907/2009)

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

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Shibani Biswas Address -651 Udaipally P. O. Garulia North 24 Parganas	Self		 LTI	
			15/10/2009	15/10/2009	
6	Sanjiv Shaw Address -M/s. Prem Timber Co 255 East Ghosh Para Road North 24 Parganas	Self		 LTI	
			15/10/2009	15/10/2009	

Name of Identifier of above Person(s)
 Pradip Chatterjee
 PS-.,Kol- 69

Signature of Identifier with Date

 15/10/09.




(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III
 Office of the A.R.A.-III KOLKATA 16/10/09

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 6
Page from 9759 to 9778
being No 04907 for the year 2009.




(Prabhat Kr Ghosh) 16-October-2009
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A.-III KOLKATA
West Bengal

16-10-09

3532/2018

IV

2356/18

4



TEN
RUPEES

₹. 10

Rs. 10

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

20AB 890636

19/4/18



Additional Registrar of
Assurances III Kolkata.

19/4/18
19/4/18

Printed in the Document is admitted to
Registration. The Signature Sheet and the
Document are attached to this document
in the form of the Document.

19 APR. 2018

Additional Registrar
of Assurances III, Kolkata.

DEED OF DECLARATION

THIS DEED OF DECLARATION is made on this 19th day of April, Two Thousand and Eighteen by SRI JOYDEEP SAH, (PAN No. ANMPS1862M), son of Late Bholanath Sah, by occupation- Business, by faith - Hindu, by Nationality Indian, residing at 310/311, East Ghoshpara Road, Pinkal, P.O. Shammagar, P.S. Noapara, District : North 24 Parganas, Pin Code - 743127, hereinafter called and referred to as the "CHAIRMAN / TRUSTEE" (which expression shall unless excluded by or there be something repugnant to the subject or context, be deemed to mean and include his legal representatives, heirs, successors & administrators) of the ONE PART.

013831

Sl. No. Sold to..... *Raja Adhikary*
Address..... *Adv. High Court Cal.*
A. K. Maity
Licensed Stamp Vendor
10, Old Post Office Street
Kolkata - 700001
Rs. 10/- (Rupees Ten) only
Issue Date:....., Sign.....
19 APR 2018

Additional Registrar of
Assurances, III Kolkata

19 APR 2018

Indefied by me!
Pradeep Ghoshal, other
S/o. Anil Ghoshal
Will - Nandabanga
P.O - Kangamberia
P.S - Bishnupur
Dist: south 24 pgs
Pin - 743503

WHEREAS one deed of Trust was executed and registered by and between the Settlor and the Trustees in the name of MORNING BELLS ACADEMY EDUCATIONAL WELFARE TRUST (PAN NO. AACBM9977G) in the office of the Additional Registrar of Assurances – III at Kolkata and it was recorded in Book No. IV and being Deed No. 4907 for the year 2009.

AND WHEREAS thereafter two new Trustees namely Rahul Singh and Renuka Sah has been introduced as Trustees in the said Trust and the same has been accepted by the governing body of the Trust and the detail of the said two new trustee stated as below:

1. Rahul Singh , (PAN NO. CCTPS8843Q), son of Late Ranjit Kumar Singh , by faith - Hindu, by Nationality- Indian , by occupation- business , residing at Sundar Brick field ,Garulia, Dakshin para, P.O.Garulia , P.S. Noapara , District : North 24 Parganas , Pin Code - Pin Code -743133.
2. Renuka Sah , (PAN NO. HGJPS0912R), wife of Joydeep Sah, by faith Hindu, by Nationality- Indian , by occupation- business , residing at 310/311, East Ghoshpara Road, P.O. Shyamnagar, P.S. Noapara , District : North 24 Parganas , Pin Code -743127 .

AND WHEREAS the name of the Trust has been shortened and recorded as MORNING BELLS ACADEMY instead of and in place of MORNING BELLS ACADEMY EDUCATIONAL WELFARE TRUST.

That modified as aforesaid the principal deed shall remain in full force and effect and this deed of declaration will be treated as part of the principal deed.

AND WITNESS WHERE OF the parties herein and hereto have sent and subscribed their respective hands and seals on the day months and year first above written.

Signed, Scaled and Delivered

In presence of:-

1. Keya Banerjee
137A/8, B.C. Rd
Kolkata-700034
2. Pralib Ghosh
2, Old Post Office Street
Kolkata-700001

Signed, Scaled and Delivered

In presence of:-

1. Keya Banerjee
137A/8, B.C. Rd
Kolkata-700034
2. Pralib Ghosh

For MORNING BELLS ACADEMY

Jaydeep Saha

Chairman

Signature of Chairman

Rahul Singh

Renuka Saha

Signature of Trustees

Drafted & prepared by:

Raja Adhikary
Advocate,







High Court, Calcutta,




Enrolment no. F/71/18/06

Major Information of the Deed

Deed No :	IV-1903-02356/2018	Date of Registration	19/04/2018
Query No / Year	1903-1000110093/2018	Office where deed is registered	A R A - III KOLKATA, District Kolkata
Query Date	16/04/2018 4:27:52 PM		
Applicant Name, Address & Other Details	Mrnal Das Hare St Thana, Hare Street, District Kolkata, WEST BENGAL, PIN - 700001, Mob: No. 9831289796, Status Advocate		
Transaction		Additional Transaction	
[4305] Other than Immovable Property, Declaration			
Set Forth value		Market Value	
Stampduty Paid(SD)		Registration Fee Paid	
Rs 10/- (Article 4)		Rs 7/- (Article 5)	
Remarks			

Declarant Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Mr Joydeep Sah (Presentant) Son of Late Bholanath Sah Executed by: Self, Date of Execution: 19/04/2018 , Admitted by: Self, Date of Admission: 19/04/2018 ,Place Office	 19/04/2018	 L 11 19/04/2018	 19/04/2018
	, 310/311, East Ghosh Para Road, P.O:- Shyamnagar, P.S:- Noapara, District North 24 Parganas, West Bengal, India, PIN - 743127 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: ANMPS1862M, Status :Individual, Executed by Self, Date of Execution: 19/04/2018 , Admitted by: Self, Date of Admission: 19/04/2018 ,Place : Office			
2	Mr Rahul Singh Son of Mr Ranjit Kumar Singh Executed by: Self, Date of Execution: 19/04/2018 , Admitted by: Self, Date of Admission: 19/04/2018 ,Place Office	 19/04/2018	 L 11 19/04/2018	 19/04/2018
	, Sundar Brick Field, Garulia, Dakshin Para, P.O:- Garulia, P.S:- Noapara, District North 24 Parganas, West Bengal, India, PIN - 743133 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: CCTPS8843Q, Status :Individual, Executed by: Self, Date of Execution: 19/04/2018 , Admitted by: Self, Date of Admission: 19/04/2018 ,Place : Office			

Name	Photo	Fingerprint	Signature
Renuka Sah Wife of Mr. Joydeep Sah Executed by: Self, Date of Execution: 19-04-2018 Admitted by: Self, Date of Admission: 19-04-2018, Place: Office	 19/04/2018	 19/04/2018	 19/04/2018

311, East Ghoshpara Road, P.O:- Shyamnagar, P.S:- Noapara, District:-North 24 Parganas, West Bengal, India, PIN - 743127 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:- HGJPS0912R, Status: Individual, Executed by: Self, Date of Execution: 19/04/2018
 Admitted by: Self, Date of Admission: 19/04/2018, Place: Office

Identifier Details

Name & address	
Mr Prabr Ghoshal Son of Mr. Anil Ghosh Nandabhandu, P.O - Bishnupur, P.S - Bishnupur, District -South 24-Parganas, West Bengal, India, PIN - 743503, Sex Male, By Caste, Hindu, Occupation: Others, Citizen of India, Identifier Of Mr Joydeep Sah: Mr Rahul Singh, Renuka Sah	19/04/2018

Endorsement For Deed Number : IV - 190302356 / 2018

On 19-04-2018

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 1 of Indian Stamp Act 1899

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

Presented for registration at 11.00 hrs. on 19-04-2018, at the Office of the A.R.A - III KOLKATA by Mr. Joydeep Sah one of the Executants

Major Information of the Deed: IV-1903-02356/2018-19/04/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - IV
Volume number 1903-2018, Page from 70133 to 70152
being No 190302356 for the year 2018.



Digitally signed by MALAY KANTI DAS
Date: 2018.04.20 17:50:16 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 20-Apr-18 5:50:03 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)