

Reg. No. 2634 Reg. Year 2015-2016 Book No. 4



Ist Party

Ist Party

IInd Party

Witness

IInd Party

Rafiq Ahmed Memorial Trust thru Salim Ahmed

na

Pan Singh Rawat, Devender Kumar



Witness

Certificate (Section 60)

Registration No.2,634 in Book No.4 Vol No 3,362
on page 185 to 195 on this date 01/09/2015 16:04:28
and left thumb impressions has/have been taken in my presence.

day Tuesday

Date 01/09/2015 17:07:15


Sub Registrar
Sub Registrar I
New Delhi/Delhi



T 93

28 AUG 2015

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi



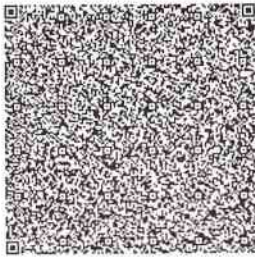
सत्यमेव जयते

e-Stamp

Certificate No.	: IN-DL46006790099076N
Certificate Issued Date	: 21-Aug-2015 11:34 AM
Account Reference	: IMPACC (IV)/ dl923403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL92340389438201297098N
Purchased by	: SALIM AHMED
Description of Document	: Article 64 Trust
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SALIM AHMED
Second Party	: RAFIQ AHMED MEMORIAL TRUST
Stamp Duty Paid By	: SALIM AHMED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

15831
2634

LOCKED



Please write or type below this line.....

SALIM AHMED




Salim Ahmed

Adhar No. 1190/20117 / 06499

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AMENDED /SUPPLEMENTARY TRUST DEED

This Indenture is made at Delhi on this 17/08/2015, Between:- SHRI SALIM AHMED son of Late
Shri Rafiq Ahmed Residing at 178, Zakir Bagh, New Delhi-110025, ^{At Present 143A, Kashmir Gate Delhi} herewith called the TESTATOR, (
Which expression shall unless executed by of repugnant to the subject or context deemed to
include his heirs, executors, administrators, assignees and representatives) of the One Part.

AND

1. HANIFA BEGUM wife of Late Shri Rafiq Ahmed Resident of 178, Zakir Bagh, New Delhi-110025.
2. Nelofer Begum WIFE OF Shri Salim Ahmed Resident of 178, Zakir Bagh, New Delhi-110025.

AMENDED TRUSTEE GIVEN AS UNDER:-

- A. SHAZAD KHAN son of Altaf Khan Resident of MoH. Saddo Amroha . E.I.C.No. UP/06/025/402122. **Trustee Member.**
- B. ARIF ALI son of Gulamasabir Resident of 154, Kajisaraya Amroha Dehat Jyotiba Phule Nagar. E.I.C.No. KNL2381663. **Trustee Member.**
- C. MOHAMMAD RIZWAN son of Nanhu Resident of Village Sahaspur Ali Naga, Didauli, Amroha U.P.-244222. Adhar No.9995777249756. **Trustee Member.**
- D. MOHD. FAHEEM son of Mehndi Resident of Mohalla Munshiyar Joya Amroha Joya Uttar Pardesh -244222. Adhar No.203280532134. **Trustee Member.**
- E. MOHD. KASHIF son of Mohd. Ahmed Saifi Resident of Katra Gulam Ali, Amroha, U.P.-244221, Adhar No.5522557021253. **Trustee Member.**
- F. ZEBA Daughter of MOhd. Iqbal Resident of 2247, Shankar Gali, Sita Ram Bazar Delhi-110006, E.I.C.No. AMN1361921, Dt. 05/03/2014. **Trustee Member.**
- G. WASIFA Daughter of Saleemuddin Resident of A-11/2, Block-A, Joga Bai Extension, Jamia Nagar Delhi, E.I.C.No. NWD3486882. Dt. 10/09/2013. **Trustee Member.** (hereinafter jointly called the TRUSTEE (Which expression shall unless excluded by or repugnant to the subject and

Contd...Page..3...



context be deemed to include the trustee for the time being of these present of the Other Part.

AND WHEREAS the above mentioned Trust Deed already registered. Vide Trust Deed Registered as Document No.4114, in Addl Book No.IV, Volume NO. 50, on pages 17 to 24, registered on Date. 31/08/1998, registered in the office of the Sub-Registrar Kashmere Gate Delhi-110006.

WHEREAS

The settler is desirous of creating an endowment by setting a part and establishing a fund for the rehabilitation of poor and needy people of any caste and ereed, religious and charitable object in India herein expressed.

2. (i) To open dharamshala and a place for short and temporary stay of people of any caste and ereed by either purchasing it or menting it out in any part of India on charitable grounds with no profit motive and to work towards opening a old Age home to give shelter to the destitutes ans senior citizen of India without any distinction of caste and erred and to continuously work for the uplifment of their spirits and standard of life.

(ii) To do an encourage Nishkam Sewa by organinsing prompting and establishing spiritual-camps Annkshera, Ashram where food , tea, milk, medicines, and articles of utility and nessity e.g. Blankets, Sheets, Clothes, Bags, Torches, pens, Diaries and Spiritual grants, veslene, honey, oil etc.etc. are distributed among sadhus, saints, fakers, buffers old and alling people and others irrespective of caste creed, religious belief and country.

(iii) To establish set-up and run library/libraries containing collection of spiritual books.

(iv) To Open, fund establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in setting up and /or maintaining running charitable Hospitals, Dispensaries, educational/vocational Institution and cooperative stores to be run on NO PROFITS AND NO LOSS BASIS, mainly for sadhus, Saints, Fakkers, Poors and old and needy people and ailing people and others irrespective of caste creed religious belief and country.



Contd...Page....4..

Page...4...

(v) To grant, pay or give scholarships, stipends, prizes, rewards, books/notebooks, allowance and other financial assistance or help in case or kind to poor and needy students with a view to help them in pursuing their studies in schools, colleges, educational institution, technical Institution, art, School, Institution teaching commercial and other arts.

(vi) To organize, promote and undertake, grant, pay or give scholarships, stipends, prizes, rewards, books allowances and other financial assistance for the promotion of sports and other outdoor activities and to create awareness among the youngsters of the country towards and work towards bring the young talent to outshine the country.

(vii) To act as Trustees of these presents upon the terms and provisions hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. In order to effectuate the said object of creating and establishing a public charitable trust. The settler has delivered to and made over to the trustees a sum of Rs.25,000/- (Rs. Twenty five thousand only) with intent to part with all his rights, title and interest claim there in and vested the same in the trustees to have and all other properties. That may for the time being represent the Trust estate together with all additions and accretions thereto and all accumulate income thereof and all other property that may be acquired out of the same or otherwise may hereafter be subject to the Trust (herein after referred to as THE TRUST FUND) for the Charitable objects and purpose and uses hereinafter expressed with the powers and on the terms and conditions herein contained of and concerning the same.

2. The name of the Trust shall be RAFIQ AHMED MEMORIAL TRUST kept after the deceased father of the settler Shri Salim Ahmed and the office of the Trust shall be situated at 178, Zakir Bagh, New Delhi-110025, which may be changed from time to time to such other place of places as the trustee may deem fit and proper at their discretion.

3. The objects of the Trust shall be :-

(i) To work for realization and promotions of spiritualism.

Contd...Page..5..



(ii) To promote, assist or to maintain all activities to facilities the objectives of RAFIQ AHMED MEMORIAL TRUST.

(iii) To promote, assist or to maintain all activities by whatsoever carried on or wherever carried on in conformity with and general welfare of humanity/ or conducive for enhancement of carrying any activity for profit. However income if any, shall be utilized for the furtherance of the activities of RAFIQ AHMED MEMORIAL TRUST.

(IV) To purchase/acquire/take on lease on lease the land and or the building in the name of the Trust for the furtherance of the activities of the objects contained herein.

4. If any one or more of the objects specified in clause (3) of these presents are held not to be objects of public charitable nature, the trustee shall not carry out such object of objects as if same are not incorporated in these present but the validity of the trust created by these presents as a trust for public charitable purpose shall not be affected in any manner.

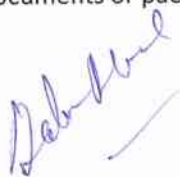
5. The financial year of the trust shall end on 31st day of March every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deems fit and proper. The first financial year of the Trust shall close on 31st March 1999.

6. The Trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust decide the particulars objects or objects for which the income or corpus of the trust fund or properties for the time being available shall be applied.

7. The Trustee may accept any such amount as may be necessary, for the benefit of the trust provided however the trustees unanimously agree on such borrowing and limited to the terms of their decision or agreement and to authorize two or more of trustees to execute such documents, deeds papers etc. as may be necessary in connection therewith.

(ii) To arrange for and /or authorize the signing or execution of any agreement, contract, instrument, documents or any other paper or writing required to be signed or executed on behalf of trustees by founder chairman or any such person to be nominated in this behalf by the Board of Trustees, and to make the same effective and binding as if said agreement, contract, instrument or documents or paper overwriting were signed by all the trustees.

Contd...Page..6..



(iii) To appoint or make provisions for the appointment of a sub-committee of trustees and/or other to attend to or supervise or conduct specified jobs or functions or trust matters in such manner and subject to such rules and regulations as the trustees may prescribe.

(iv) To authorize any one or more trustees to hold any/property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions rules and regulations as the Board of Trustees may from time to time think fit and proper.

(v) To spend any portions of the corpus or the income of the Trust fund for purchasing any land and/or constructing any building or building for and in the name of the trust for the furtherance of the objectives of the Trust.

10. The trustees shall cause true and accurate accounts to be kept of all money received and spent and matters in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all assets credits and effects of the trust properties.

11. The Trustee may invest the Trust Estate either in the purchase of Immoveable properties or of mortgage immoveable properties or in such a manner as allowed by law as may be in force from time to time and to convert, alter, vary dispose of or transfer such investments from time to time provided that such investment shall not be made which are directly or indirectly for the benefit of any person referred to in sub section (3) of sec.13 of Income Tax Act.1961, or any subsequent amendment as may be made from time to time.

12. If the Income from the trust property in a particular year is not fully utilized the unexpended income subject to the applicable provisions of the Income Tax 1961, shall be carried over to the next year or years and spent in such subsequent year or years for the advancement of any of the object of the Trust.

13. The Trustees shall be liberty to sell portion or portions of the movable and immoveable properties forming part of the trust Estate either by public auction or by private contract at such price or prices in such terms and conditions relating to title or otherwise in all respects as

Subscribed

they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any Loss occasioned thereby and to execute all conveyance or other assurance and to pass valid and effectual receipts and discharges for all money received by them.

14. The Trustee shall keep an account or accounts with any ~~bank~~ or banks .To operate such account or accounts and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts Shri Salim Ahmed Founder chairman shall sign in his single capacity or two or more trustees jointly as authorized by appropriate resolution by the Board of Trustees in this behalf to operate such account or accounts.

15. The Trustee may pay all charges and outgoing payable in respect of any immoveable property for the time being forming part of the Trust fund and may carry out the repairs required to be done to the same and keep the same insured against loss or damages by fire and may incur all other costs, charges and expenses incidental to the Administration and Management of Trust Estate and the Properties belonging to the Trust as they may in their absolute discretion think fit.

16. The Trustee may manage or supervise the management of land, herditaments, and premises for the time being comprised n the trust estate or any part thereof with power to erect, pull down, rebuild add to alter and repair houses and other buildings and to build drains and make roads and offences and premises and to Insure house and buildings, against, loss or damage by fire tenants, agriculturists and generally to deal with the said lands, herditaments and premises as they may deem fit in their absolute discretion.

17. The trustee may appoint secretaries, Managers, Lawyers, Golieitiors, Architeets, Auditors, Engineers, surveyors or other employee for the purpose of management and supervision of the Trust Estate for the collection of rents effects and profits for keeping the accounts and records and for other purpose of trust.

18. The Trustee may establish its office at such place or places and may change such places from time to time as they may think it.

Contd..Page...8..



19. The Trustees may demise the properties for the time being and from time to time belonging to the trust either from year to year or for any fixed terms or for any terms of years or on monthly tenancies at such rent or subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.

20. The trustee shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and dispute touching the trust Estate and/on the Trust Properties and to refer any such difference or dispute to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust properties and to do all going acts and things fully and effectual, without being liable or answerable for any bonafide loss occasioned thereby.

21. The Trustee may joint, co-operate and amalgamate the trusts created by these presents or any portion thereof with any such trust or institution having allied and/or similar objects upon such terms as they may in their absolute discretion think fit.

22. The receipt granted by the trustees or any one or more of them for any money stock, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or person paying delivering or transferring the same there from and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.

23. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and restart any charity or charitable institution to impose any conditions or condition to any subscription or donation made by them and to earmark any portion of the trust property or income for any particular object or objects.

24. The trustees may reimburse themselves and pay and discharge out of the Trust fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including travelling expenses, but will not be entitled to any remuneration.

Contd..Page...9....



25. Shri Salim Ahmed-Founder Chairman of the Trust is only permanent trustee of the trust 26, the number of trustee shall not less two and more than nine. This clause is amended, amended clause is given as under:-

Shri Salim Ahmed-founder Chairman of the Trust is only permanent trustee of the trust 26, the number of trustee shall not less two.

27. The trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.

28. The Trust is formed to remain in operation at the will of the main trustee Shri Salim Ahmed, and decisions about the successor shall only be decided according to the will of Shri Salim Ahmed, in case Shri Salim Ahmed during his life time, wishes to delegate his powers fully or partially to somebody else, the same shall be valid subject to specified written instrument to this regard, which can always be revoked, .modified or changed by Shri Salim Ahmed during his lifetime at any time.

29. There will be a meeting of the trustees minimum twice in a year. Two trustees at the meeting shall form the necessary quorum for any meeting of trustees.

30. All proceeding and questions and matters answering at the meeting of the board of trustees shall be decided as per the advice of the settler, Provided however that not with standing any thing here in stated no question dealing with the disposal of corpus of any the trust properties and/or investment out of the trust corpus shall be decided accept with consent of the founder chairman of the trust.

31. In case of differences of opinion between the trustees the opinion of settler shall be final. In his absence the decision of majority shall prevail which shall be subject to reification of settler hereafter.

32. A resolution in writing eiceulated amongst all the trustees, and signed by majority of the Trustees, shall be as valid and effectual as if it had been passed at a meeting of trustees dully called and convened.



33. Notice of meeting of the Trustee and all communications may be sent to the trustees at their Addresses, registered for the time being in recorder of the Trustee.

34. All meetings of the trust shall be held at such place and at such time as the chairman of the trust shall decide from time to time.

35. A trustee who is unable to be present at a meeting of the trustees may send his views on the agenda in written and such expression of opinion shall be taken to be his vote on the matter concerned.

36. The minutes of the proceedings of every meeting of the trustees shall be entered in a books to be kept for that purpose and signed by the settler of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other.

37. No person being

(1) an undischarged insolvent or

(2) convicted of an offence involving moral turpitudes or

(3) Of unsound mind or

(4) a minor

Shall be eligible to be a trustee.

38. The power of appoint new or additional trustees but so as to exceed the maximum number and to fill vacancies in the office of the trustee, shall vest in the continuing trustee or trustees.

39. A person shall cease to be a trustee in any of the following extents.

(a) If he dies or

(b) If he becomes bankrupt or

(c) if he becomes insane or otherwise become incapable to act or

(d) If he resigns his office.

40. On a new or additional trustee being appointed and on his signifying his acceptance in writing to the effect of his accepting the appointment. The trust property shall automatically vest in him along with the other trustee for the time being and he will be entitled to carry out

Contd..Page....11...

Debabrata
↓

Aditya