



NOW THIS INDENTURE WITNESSETH as follows :

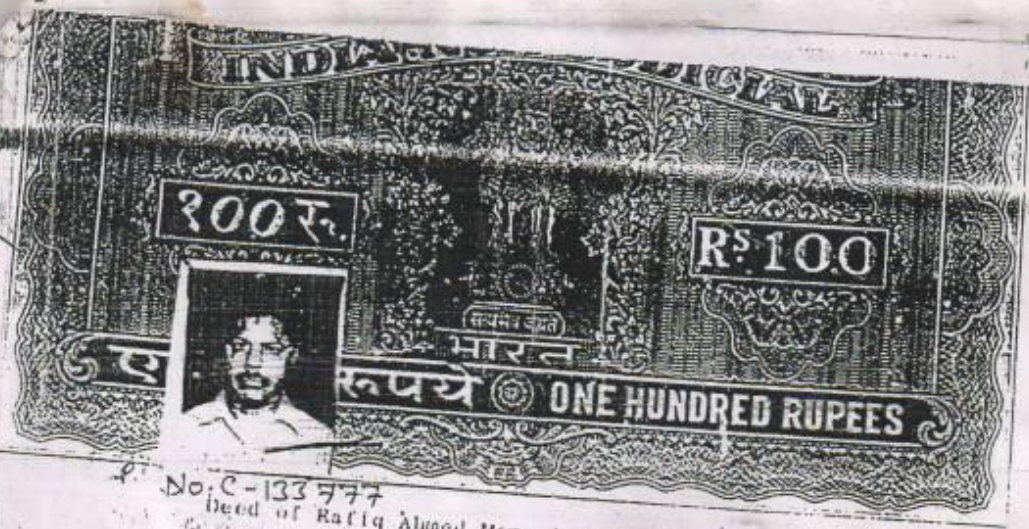
1. In order to effectuate the said object of creating and establishing a public Charitable Trust, The settlor has delivered to and made over to the trustees a sum of ( Rs. Twenty Five Thousands Only) and each trustee have contributed Rs. 1000/- (Rs. One Thousand only) with intent to part with all his right, title and interest claim therein 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 accumulated income thereof and all other property that may be acquired out of the same or otherwise may hereafter be subject to the trust ( here-in after referred to as " THE TRUST FUND") for the charitable objects & purposes and uses herein after expressed with the powers and on the terms & 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 settlor 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 other place or places as the trustees may deem fit and proper at their discretion.

3. The objects of the Trust shall be :-

- i) To work for realisation and promotion of spiritualism
- ii) To promote, assist or to maintain all activities to facilitate 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 the objects of the trust and as are conducive to the well-being and general welfare of humanity/or conducive for enhancement of any object/objects of general public utility not involving 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.

*Salim Ahmed*



No. C-133777  
Deed of Rafiq Ahmed Memorial Trust

This indenture is made on this twenty fourth day of August 1988 between Shri Rafiq Ahmed Son of late Shri Rafiq Ahmed residing at 178, Zakir Bagh, New Delhi 110025 here with called the "SETTLOR" (which expression shall unless excluded by or repugnant to the subject or context deemed to include his heirs, executors, administrators, assignees, and representatives) of the ONE PART AND

1. Hanifa Begum w/o late Shri Rafiq Ahmed R/o 178, Zakir Bagh, New Delhi 110025
2. Reetofar Begum w/o Shri Rafiq Ahmed R/o 178, Zakir Bagh, New Delhi 110025

hereinafter jointly called "THE TRUSTEES" (which expression shall unless excluded by or repugnant to the subject and context be deemed to include the trustees for the time being of these presents) of the OTHER PART :

WHEREAS

1. The Settlor is desirous of creating an endowment by setting apart and establishing a fund for the rehabilitation of poor, and needy people of any caste and creed, religious and charitable objects in India herein expressed.
2. (i) To open dharamshala and a place for short and temporary stay of people of any caste and creed, by either purchasing it or renting 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 destitute and senior citizens of India without any distinction of caste and creed, and to continuously work for the upliftment of their spirits and standard of life

*Rafiq Ahmed*

005-74

Serial: \_\_\_\_\_ Date: 25 AUG 1938  
 Sol: \_\_\_\_\_  
 A: \_\_\_\_\_  
 Mr. Salim Ahmed  
 Trustee  
 178 Zakir Bldg  
 N.S.

25 AUG 1938

Mr. Salim Ahmed

Trustee Sh. Rafiq Ahmed

178 Zakir Bldg

N.S.

Presented to Sh. \_\_\_\_\_  
 In the presence of \_\_\_\_\_  
 day of \_\_\_\_\_

Salim Ahmed  
 Sh. Rafiq Ahmed  
 178 Zakir Bldg N.S.

Salim Ahmed

Sub Div. Civil Lines  
 31/8/38

Sh. Salim Ahmed

Settlor

Joginder Singh

M.A.

R.K. Singh

M.A.

31/8/38

Salim Ahmed

Joginder Singh

R.K. Singh



- (ii) To do & encourage Nishkam Sewa by organising, promoting & establishing Spiritual - Camps, Annkshetra, Ashram where food, tea, milk, medicines & articles of utility & necessity e.g. Blankets, Shroets, Clothes, bags, Torchon, Pens, Diaries & Spiritual grants, vasitene, honey, Oil etc. are distributed among Sadhus, Saints, Fakkers, beggars old & ailing 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 PROFIT & NO LOSS BASIS' mainly for Sadhus, Saints, Fakkers, poor & old and needy people & ailing people & others irrespective of caste, creed, religious belief and country.
- v) to grant, pay or give scholarships, stipends, prizes, rewards, books, notebooks, allowance and other financial assistance or help in cash or kind to poor & needy students with a view to help them in pursuing their studies in schools, colleges, educational institutions, technical institutions, art schools, institutions teaching commercial and other arts.
- vi) to organise, 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 bringing the young talent to outshine the country
- vii) to act as Trustees of these presents upon the terms & conditions hereinafter contained.

*Salveer Bhu*

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 trustees shall not carry out such object or objects as if same are not incorporated in these presents but the validity of the trust created by these presents as a trust for public charitable purposes shall not be affected in any manner.
5. The financial year of the trust shall end on 31st March every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem 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 particular object or objects for which the income or corpus of the trust fund or Properties for the time being available shall be applied.
7. The Trustees 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 authorise two or more of trustees to execute such documents, deeds, papers, etc. as may be necessary in connection therewith.
- (i) To arrange for and/or authorise the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of trustees by Pounder 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 papers were signed by the trustees.
- (ii) To appoint or make provision 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.
- (iii) To authorise 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.
- (iv) To spend any portion 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 of 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 the assets, credits and effects of the trust properties.

Salem Shiv

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Target ~~Shah~~ Shah

Mr. Sultan Ahmad


25 AUG 1998

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Sent

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Date

11. The trustees may invest the Trust Estate either in the purchase of immovable properties or of mortgage immovable 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 amendments, 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 Act, 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 at liberty to sell portion or portions of the movable or immovable properties forming part of the trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects as 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 conveyances or other assurances and to pass valid and effectual receipts and discharges for all money received by them.

14. The trustees 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, Pounder Chairman shall sign in his single capacity or two or more trustees jointly as authorised by appropriate resolution by the Board of trustees in this behalf to operate such account or accounts.

15. The trustees may pay all charges and outgoings payable in respect of any immovable 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 damage 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 Trustees may manage or supervise the management of lands, herditaments, and premises for the time being comprised in 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 fences and premises and to insure house and buildings, against loss or damage by fire and/or other risks or to let, lease, make allowances with tenants, agriculturists and generally to deal with the said lands, herditaments and premises as they may deem fit in their absolute discretion.

*Salim Ahmed*

17. The trustees may appoint Secretaries, Managers, Lawyers, Collectors, Architects, Auditors, Engineers, surveyors or other employees 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 trustees may establish its office at such place or places and may change such places from time to time as they may think fit.

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 term or for any term 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 trustees shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and disputes touching the trust Estate and/or the Trust properties and to refer any such difference or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bonafide loss occasioned the by.

21. The trustee may join, 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, stocks, 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 persons paying, delivering for transferring the same therefrom 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 condition 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.

25. Shri Salim Ahmad-funder chairman of the trust is only permanent trustee of the trust. 26. the number of trustee shall be not less two and more than nine.

*Salim Ahmad*



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 decision 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 from the necessary quorum for any meeting of the trustees.

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

31. In case of differences of opinion between the trustees the opinion of settlor shall be final. In his absence the decision of majority shall prevail which shall be subject to ratification of settlor here after.

32. A resolution in writing circulated 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 duly called and convened.

33. Notice of meeting of the Trustees 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 writing and such expression of opinion shall be taken to be his vote on the matter concerned.

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

- (1) an undischarged insolvent; or
  - (2) convicted of an offence involving moral turpitude; or
  - (3) of unsound mind; or
  - (4) a minor;
- shall be eligible to be a trustee.

*Salim Ahmed*

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

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

- 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 all duties and functions of a trustee without any other deed or writing.

41. The board of trustees may be entitled to sue in the name of trust and may similarly be sued in the name of the trust.

42. The board of trustees may by a unanimous vote of all the trustee for the time except the trustee proposed to be removed, remove any trustee permanent or otherwise from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the trustee proposed to be removed as trustee or these presents was desirable keeping to the objects of the trust in view and that no conclusion of such concerned matters provided however that no conclusion of such

guilt shall be arrived at without giving to the trustee proposed to be removed a full and fair opportunity of explaining his conduct and/or the charges levelled against him for his removal. And the decision of the Board of Trustees in this behalf shall be final and binding and shall not be called in question anywhere.

IN WITNESS WHEREOF the settlor has executed these presents on the 26th day of August, and nineteen hundred ninety eight as mentioned above.

WITNESSES:

*[Handwritten signature]*

109, Esli Gully  
Stn. M.L. Gully  
C-6/77, East of Kailash No 2  
Delhi-110065

SETTLOR  
*[Handwritten signature]*

Standard & Chartered  
No. 4570 3672 5042 6108  
6197 to 5799 v.

RAJESH KUMAR GUPTA  
Advocate  
Old Courts, Kasbmeri Gata  
DELHI-110006  
Enrl. No. D-84/94