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उत्तर प्रदेश UTTAR PRADESH

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TRUST DEED

Chamber No. 22, Commission's Court
Bar, Baroilly, Page No. 10705/15

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Bar, Baroilly, Page No. 10705/15

THIS DEED OF DECLARATION OF TRUST ("Deed") is made at BIJNORE on this 5th day of OCTOBER, 2015.

BY AND BETWEEN

Dr. Shamim Ahmad (S/o Late Sri Mohd. Ishaq), resident of Mohalla-Qazian, P.O. Mandawar, Distt. Bijnore (U.P.) (hereinafter referred to as the "Settler") which expression shall mean and include legal heirs, successors, representatives, agents, empowered attorneys and assigns, as the case may be of the ONE PART.

AND

- (1) Mr. Qazi Asad Ali (S/o Dr. Shamim Ahmad)

Self & general Attorney Qazi Asad Ali



उत्तर प्रदेश UTTAR PRADESH

(2)

CU 435327

Resident of Mohalla-Qazian, P.O. Mandawar, Bijnore (U.P.), through his Attorney
1. Utman Ahmad S/o Mohd. Ishaq, Registered as no. 28 in Book-4 Volume 14
on pages 23-26 dated 03.2.2004.

(now serving in U.A.E.)

2) Mr. Shahid Ahmad (S/o Late Sri Rasheed Ahmad)
Resident of Mohalla-Qazian, Mandawar, Bijnore (U.P.)
(now serving in U.A.E.)

3) Mr. Haroon Rasheed (S/o Late Sri Rasheed Ahmad)
Resident of Mohalla-Qazian, Mandawar, Bijnore (U.P.)

4) Mr. Mahmood Hasan Naqvi (S/o Late Sri Mohd. Hasan Naqvi)
Resident of 203, Englishganj Qila, Bareilly (U.P.)

(hereinafter collectively referred to as the Trustees" which expression unless repugnant to the
context or meaning thereof, mean and include the successors to their office and / or any person
appointed as a Trustee in terms hereof) of the OTHER PART.

(The Settlor and the Trustees are hereinafter collectively referred to as the Parties and
individually referred to as "Party")

WHEREAS

The Man Settlor has made an initial contribution of Rs. 10,000/- to form a corpus fund of
the Trust and entrusted the same to the Trustee. Apart from the said corpus fund, the





उत्तर प्रदेश UTTAR PRADESH

(3)

CU 435328

- (a) The Main Settlor has made an initial contribution of Rs. 10,000/- to form a corpus fund of the Trust and entrusted the same to the Trustee. Apart from the said corpus fund, the Trust shall seek further endowments/donations/loans and accretions that may be made for the Objects.
- (b) The Trustees have agreed to become the first trustees of the Trust as testified by their being parties to and executing this Deed ; and
- (c) The Trustees hereby declare that the Trust Fund (as defined in Clause 4 hereof) shall be held upon trust for the Objects subject to the powers and provisions hereinafter appearing and the Trustees have agreed to accept the Trust fund on the terms and conditions hereinafter appearing.

NOW WHEREFORE THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS UNDER:

1. NAME OF OFFICE

The name of the Trust shall be HAKIM ISHAQ EDUCATIONAL & WELFARE CHARITABLE TRUST and its principal office shall be situated at Mohalla-Qazian, Mandawar, Dist. Bijnore (U.P.) or such other place as the Board of Trustees) as defined in Clause 5.1 hereof) may decide from time to time. The Trust may also set up administrative offices at such places as may be decided by the Board of Trustees from time to time.















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(4)

CU 435325

2. FIRST TRUSTEES

The following persons, who have agreed to become the first trustees of the Trust as certified by their being parties to and executing this Deed, shall be the first trustees of the Trust

- (1) Dr. Shamim Ahmad (S/o Late Sri Mohd. Ishaq), resident of Mohalla-Qazian, P.O. Mandawar, Distt. Bijnore (U.P.)
- (2) Mr. Qazi Asad Ali (S/o Dr. Shamim Ahmad) resident of Mohalla-Qazian, P.O. Mandawar, Bijnore (U.P.)
- (3) Mr. Shahwaiz Ahmad (S/o Late Sri Rasheed Ahmad) resident of Mohalla-Qazian, Mandawar, Bijnore (U.P.)
- (4) Mr. Haroon Rasheed (S/o Late Sri Rasheed Ahmad) resident of Mohalla-Qazian, Mandawar, Bijnore (U.P.)
- (5) Mr. Ashmoor Hasan Naqvi (S/o Late Sri Mohd. Hasan Naqvi) resident of 203, Englishganj Qila, Bareilly (U.P.)

3. AIMS OF OBJECTS OF THE TRUST

3.1 The main objects of the Trust shall be as follows :

- 3.1.1 To establish, run and support schools, colleges, libraries, reading rooms, universities, laboratories, research and other teaching institutions of the like nature


in India, for use of the students, the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general with special emphasis on Muslims.

- 3.1.2 To strive for social, economic and educational upliftment of downtrodden sections of Muslims.
- 3.1.3 To establish, develop and maintain hospitals, medical schools, para-medical / medical colleges, nursing institutions, dispensaries, maternity homes and child & women welfare centers for the benefit and use of the general public
- 3.1.4 To establish, develop and maintain Engineering, Technical, Management, Law, Teacher Education & other professional courses.
- 3.1.5 To educate and spread awareness amongst the general public with special emphasis on Muslims, using the various methods of media, i.e. films, visuals, advertisements etc.
- 3.1.6 To establish, maintain and run studentship, scholarships and render other kind of aid to students with special emphasis on Muslims, including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or sex.
- 3.1.7 To promote, establish, support and maintain institution for the promotion of science, literature, crafts, handlooms & handicraft, music, drama and fine arts. To educate and build a powerful unit of skilled workers and to provide a platform to showcase their work/talent.
- 3.1.8 To establish, maintain or grant aid to homes for the aged, orphanages other establishments for the relief and help of the poor, needy and destitute people, orphans, widows and the aged with special emphasis on Muslims.
- 3.1.9 To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- 3.1.10 To provide, manage and educate rural communities on safe drinking water, water management and disease-reduction via proper sanitation.
- 3.1.11 To organize relief and carry on rehabilitation measures in times of calamities and disasters so as to mitigate human sufferings, alleviate distress and losses arising out of calamities such as floods, cyclones, fires, earthquakes, droughts, famines, wars, hostilities, riots, epidemics and other miseries affecting people in any part of India and to provide financial and other assistance to them.





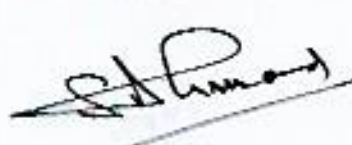




- 3.1.12 To give aid to construct, re-construct repair and make hospitable dwellings and structures for those in need.
- 3.1.13 To provide for food, medicine, clothing, financial assistance and other needs to the victims of the calamity.
- 3.1.14 To preserve, documents and maintain the glory of the Heritage sites across the country for the benefit of the general public.
- 3.1.15 To develop, design and build basic growth infrastructure in small villages across the country, providing them the basic amenities of life.
- 3.1.16 To take over the control of other Muslim educational institutions in the branches of Engineering, Technical, Management, Medical Science and other professional Vocational education.
- 3.1.17 To open, found, establish, promote, setup, run maintain, assist, finance, support and / or aid or help in the setting up and / or running boarding houses, libraries, reading rooms, vocational institutes, hospitals & medicals research centers. To establish, maintain and run boarding houses, boarding schools and residential accommodations for students and those who are connected with the institutions of the Trust.
- 3.1.18 To enter into any agreement or arrangement with any society, foundation, individual or other legal entity for achieving the objectives of the Trust.
- 3.1.19 A. To pay, out of Trust funds, such sum as may be commensurate with its income, by way of scholarships, stipends, prizes, rewards allowances and a view to help them in pursuing their studies in Engineering, Technical, Management, Medical and other professional education or for research or education work in India or abroad, as may be decided by the Trustees.
- b. To development a healthy as well as critical attitude towards the development or mental physical and moral upliftment of the students and those connected with the institutions run by the Trust so as to make them good citizens.
- c. To train and equip pupils to develop them as good, healthy and progressive citizens and be self-supporting in life in an honorable and decent way.
- d. To bring out, encourage and develop the incentive and research capabilities of the pupils and teachers and provide them with facilities for research work in Engineering, Technical, Medical Science, Arts, Management and other allied areas of such types.





- 3.1.20 a. To charge moderate tuition fees and otherwise recoup for the outlay and expenses incurred in the upkeep and maintenance of institutions established for about to be established under this deed.
- b. The trust is a public charitable institution for the benefit of the general public, belonging to all the sections of society, with special emphasis on Muslims and has not been started with a view to earn any profits. All the income of the Trust or Institution maintained by the Trust shall be utilized only towards promotion of aims and objects of the Trust. No benefits will be derived directly or indirectly by the Trustees.
- 3.1.21 a. In the event of winding up the Trust at any point of time, the whole of the corpus fund and other funds and all movable and immovable properties belonging to the Trust or the Institution maintained by the Trust shall only be transferred to any public charitable Trust or institution having similar aims and objects to be selected by at least 3 / 4th majority of the Trustees.
- b. To take up any other activities of public interest as may be decided by the Trustees.
- 3.1.22 OTHER OBJECTS : To take up all the incidental and subsidiary objects necessary and / or useful in attainment and / or in furtherance of the above objects and also for
- a. To open found, establish, acquire, promote, set-up, run, maintain, assist, finance, support and /or aid or help in the setting up and /or maintaining and / or running by monetary support or otherwise community Centers, Auditoriums, Sports Complex, Stadiums, Playground and part and other social welfare works and / or activities for public use.
- b. To meet traveling, boarding and lodging expenses of students going abroad for higher, Engineering, Techniual, Medical, Management or other professional education.
- c. To organize seminars, symposia and the like for intellectual stimulation and spreading message of the Contemporary thinkers, philosophers, social workers, scientists & economists and for discussion and critical analysis of topics of public importance.
- d. To publish pamphlets, periodicals, wall papers and the like for advancement of medical, technical, management and other professional education.
- e. Upliftment of down trodden and economically weaker section of the society.







(8)

- f. Distribution of free food, medicine milk and clothing and other help any shape to the poor and needy.
- 3.1.23 a. Holding of medical relief camps, such as eye camps for general medical check up, vaccinations, and for check up of other diseases.
- b. To acquire and maintain ambulance service.
- c. To provide material help such as wheel chair, artificial limbs etc. to handicapped, disabled and infirm persons.

4. TRUST FUND

4.1 The settlement Amount :

- 4.2 Subject to the provisions of this Deed and upon trust, the Trustees shall seek and accept further funds, securities, contributions, loans, donations and accretions in cash or in the form of moveable or immovable property from any person as deposits for the purposes of the attainment of the Objects and shall also take all necessary steps, in a timely manner, for the registration of the Trust with the government of India, under and subject to the provisions of the Foreign Contribution (Regulation) Act, 1976 and rules made thereunder, to enable the Trust to receive / accept foreign contributions.
- 4.3 The existing and future funds, securities, contributions, donations, acquisitions, accretions in any shape, form or extent to/by the Trust from time to time and rents, profits and income thereof and the stocks, funds, properties (movable and immovable) and securities for the time being representing the same shall form the trust fund of the Trust (the "Trust Fund").

5. TRUSTEES

5.1 Number

The number of Trustees shall be 5 Numbers. All Trustees existing at any given point of time shall constitute the Board of Trustees of the Trust (the "Board of Trustees"). The trustees named herein shall constitute the first Board of Trustees. Any person to be subsequently appointed as a Trustee shall have the following qualification:

- (a) The person should have attained the age of majority
- (b) The person should be of sound mind; and
- (c) The person should be capable of holding property and should not be disqualified from contracting by any law to which the person is subject.






5.2 Term of Office of Trustees :

Subject to the terms contained herein, a Chairman and Trustee shall hold office for [Life] from the date of his appointment.

5.3 Power & Duties of Trustees :

- (a) To improve and add to the Corpus of the Trust by accepting donations, contribution by way of cash or kind in the shape of any movable or immovable assets for and on this behalf of the Trust and hold the same for the Trust' and
- (b) To Acquire or purchase of Lease or Rent by Land or Building & to construct building for the fulfillment of the objects of Trust for and on the behalf of the Trust' and
- (c) To acquire on lease, rent hire purchase, outright purchase any property or assets, movable or immovable for the benefit of the Trust or for Trust activities and to authorize any Trustees to formalize the deal including documentation in this regards, as also taking delivery or possession for and on the behalf of the Trust; and
- (d) To borrow money and raise funds from bank, financial institutions and other bodies and to mortgage immovable and movable assets of the Trust to carry out objectives of the Trusts; and
- (e) To sell, dispose off, replace, renovate, write-off any property or asset, movable or immovable, which is considered expedient in the overall interests of the Trust and to authorize **President and Secretary of the Trust, jointly**, to do needful, subject to direction of the Board of Trustees; and

5.4 Resignation

The Trustees/Chairman shall have the right to resign by sending a resignation letter to the Board of Trustees. A Chairman who resigns from the office of the Chairman shall not cease to be a Trustee unless he specifically resigns from the office of Trustee as well. The resigning Trustee shall be under an obligation to simultaneously with his resignation execute all documents/deeds etc. to effect the transfer of all investments / re-investments made out of the Trust Funds and standing jointly in his name in favour of the Trustee designated by the Board of Trustees. The resignation shall be accepted by 3/4th majority of the Trustees.

5.5 Removal :

Save as expressly provided herein, if any of the Trustees including the Chairman do not act according to the majority rule or as per this Deed, or act in a manner which is



contrary to the Objects or interest of the Trust he/she/they can be removed by a resolution passed by the Trustees in a special meeting of the Board of Trustees convened for this purpose by a 3/4th majority of the total strength of the Board of Trustees and the removed Trustee shall not object to such removal in any manner whatsoever. Further the removed Trustee shall be under an obligation to execute all documents/ deeds etc. to effect the transfer of all investments/ re-investments made out of the Trust Funds and standing jointly in his name in favour of the Trustee designated by the Board of Trustees as directed by the Board of Trustees and within the period stipulated by the Board of Trustees.

5.6 Vacancy :

A vacancy in the office to a Trustee and/ or the Chairman shall be deemed to exist in case of death, inability, resignation, removal or refusal to act or in case the Trustee / Chairman is declared insolvent, Should any such vacancy in the office of the Trustee / Chairman arises, the remaining Trustees may nominate a replacement, as they deem appropriate provided that before doing so the consent of such person to be appointed has already been taken in writing. Such a nomination would necessarily be made incase the number of Trustees falls below the minimum number of Trustees prescribed under this Deed. A Trustee so appointed will have the same powers and rights as the first trustees appointed in terms of the Deed and such Trustees upon their appointment shall be deemed to be the signatory of this Deed and shall be bound by the terms herein-contained. In case any vacancy in the office of the Chairman arises, the Trustees shall fill up such vacancy in accordance with clause 5.2.

5.7 Annual Meeting

A meeting of the Board of Trustees shall be held at least once a year. Annual meetings shall be called and noted / recorded in the same manner as special meetings. At the annual meeting, the report of previous year will be read, accounts will be passed budget for the coming year will be prepared and sanctioned and election of office bearers, if any, will be held.

5.8 Special Meetings

Special meetings of the Board of Trustees may be called by the Secretary in consultation with the Chairman or by at least one half (1/2th) of the total strength of the Board of Trustees by a written notice for convening the special meetings. Special meetings shall be held at the date, place and time stated in the written notice.

5.9 Notice :











Notice of the annual meeting and any special meetings of the Board of Trustees shall be given to each Trustee at least [15 (fifteen)] days before such meeting by registered mail and [7 (seven)] days if given personally or by telephone. Notice in person or by telephone is to be confirmed by the Trustee so concerned by registered mail or otherwise at least [3 (three)] days prior to the meeting.

5.10 Waiver of Notice

The transactions of any meeting of the Board of Trustees, however called and noticed or wherever held, shall be deemed valid as though taken after regular notice at a meeting duly convened and held if a quorum is present, and either before or after the meeting, each of the Trustees not present signs a written waiver of the notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of the notice or consent need not specify the purpose of the meeting. All waivers, consent and approvals shall be filed with the minutes of the meeting. Notice of a meeting shall also be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

5.11 Quorum:

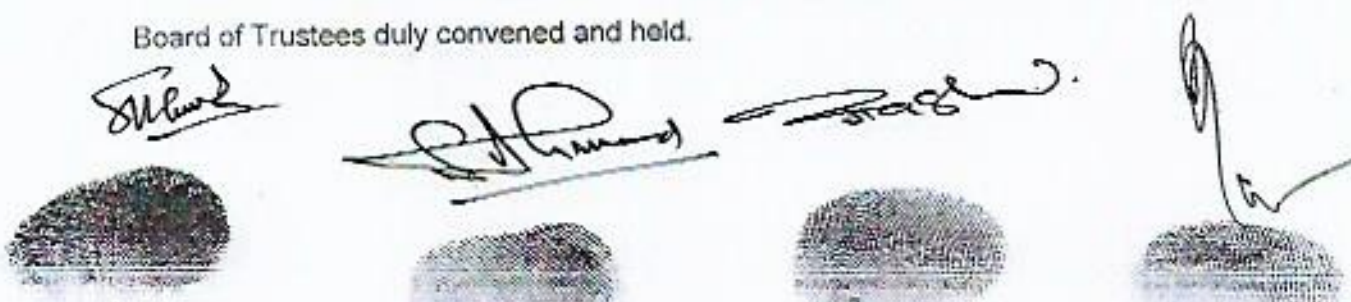
At least 3 (Three) Trustees personally present shall constitute a quorum of any meeting of the Board of Trustees. The Chairman shall preside over all the meeting of the Board of Trustee and in the absence of the Chairman in any meeting for more than 30 minutes, the Trustees present at the meeting shall elect 1 (one) amongst themselves to act as the chairman for such meeting and to preside over such meeting.

5.12 Action at a meeting :

Subject to the other clauses of this Deed, for passing of resolutions at the meetings of the Borad of Trustees, (3/4th) majority rule shall prevail unless otherwise specifically provided.

5.13 Action without a meeting:

Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if 1/2th majority of the total strength of the Board of Trustees has collectively consented to such action. Such written consent shall be filed with the minutes of the proceedings of the Board of Trustees. Such action by written consent shall have the same force and defect as Trustees. Such action by written consent shall have the same force and effect as if the same has been obtained at a meeting of the Board of Trustees duly convened and held.

Four circular embossed seals are arranged horizontally at the bottom of the page. Above each seal is a handwritten signature in black ink. The signatures are written in a cursive style. The first signature is on the left, followed by the second, third, and fourth on the right.

5.14 Actions of emergency :

If in the opinion of the Chairman and Secretary an emergency has arisen which requires immediate action to be taken, the Chairman and Secretary shall have the right to take such action as he deems necessary and inform and report the same to the Board of Trustees at the next meeting of the Board of Trustees and the Board of Trustees shall take note of the same in their meeting and ratify such action record the same in the minutes.

5.15 Records :

The Board of Trustees shall appoint a Secretary who shall be responsible to maintain the minutes of all meetings of the Board of Trustees, notices convening the meetings and waiver of notices and other records etc. The minutes of all meetings and waiver of notices and other records etc. The minutes of all meetings of the Board of Trustees shall be regularly recorded in a minutes book to be maintained by the Secretary for this purpose.

6. MANAGEMENT OF THE TRUST

The management and administration of the trust properties and affairs thereof shall vest in the Chairman and Secretary jointly subject as herein mentioned .The Trustee shall exercise all such powers and do all such acts, deed, matters and thing as are required to be exercised or done to manage and administer the affairs of the Trust and Trust fund.

6.1 CHAIRMAN

Main Settler shall be the first chairman and managing Trustee and shall continue to hold offices of 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Chairman" of the Board of Trustees by (3/4th) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Dr. Shamim Ahmad] is hereby appointed as the first Chairman of the Board of Trustees.

6.2 SECRETARY

There shall be a Secretary and managing Trustee and shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Secretary" of the Board of Trustees by (3/4th) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein [Mr. Haroon Rasheed] is hereby appointed as the first Secretary of the Board of Trustees.

7. POWER AND DUTIES OF THE TRUSTEES :










The management and administration of the trust properties shall vest in the following management committee.

- (i) Chairman (1)
- (ii) Secretary (1)
- (iii) Members (3)

Rights & Duties of the President & other members.

(i) **Chairman**

- (i) To preside over all meetings of the trust
- (ii) To approve the date of meetings of trust
- (iii) To execute with consent of the Secretary regarding appointment and suspension of other members.
- (iv) To accept the resignations of members/ employees of the trust with consent of the Secretary.
- (v) To discuss the matters with other Trustees/

(ii) **Secretary**

- (i) To complete and execute the proceeding of the last meeting of the trust.
- (ii) To keep in safe custody and verify all the papers of the trust.
- (iii) To make correspondence on behalf of the trust.
- (iv) To recommend the acceptance of resignations of the employees of the trust.
- (v) To appoint, remove and promote the employees of the trust with the consent of the Chairman.

7.1 Donations and Contributions :

The Trustees shall have the power and discretion to accept, upon such terms and stipulations as they may deem fit, any donations, endowments, gifts or contributions in cash or in any kind and whether such donation, endowment, gifts or contributions are made in cash or kind or relate to movable or immovable property in accordance with applicable laws.

7.2 Investments :

The Board of Trustees have the power to invest and/or reinvest the Trust Fund in such activities as may be considered necessary and appropriate. The Trustees shall have the power to invest and /or reinvest the Trust Fund in such manner as may be decided by the Board of Trustees from time to time subject, however, to the provisions of






Sections 11 to 13 of Income Tax Act, 1961, as amended from time to time (The "IT Act") or any statutory modifications thereof. Further, the Trustees shall be entitled to change one form of such investment of the Trust Fund into another form of investment as may be decided by the Board of Trustees from time to time in accordance with the provisions of Sections 11 to 13 of the IT Act. All investments/re-investments from the Trust Fund shall be held in the joint names of Two (2) Trustees as determined by the Board of Trustees or where allowed in the name of the Trust. Such holding of investments/reinvestment from the Trust Funds in the joint names as aforesaid shall be upon trust for the benefit of the Trust and attainment of the Objects, no personal rights, title or interest of whatsoever nature shall be or construed to have been conferred upon or vested in any of the Trustee.

7.3 Properties :

The Chairman and Secretary jointly shall have the right to purchase, acquire, lease, license or to sell, transfer or deal in any manner in property (movable and immovable) in the name of and on behalf of the Trust and to maintain such building and to deal with them in any manner as may be deemed appropriate from time to time.

7.4 Improvements:

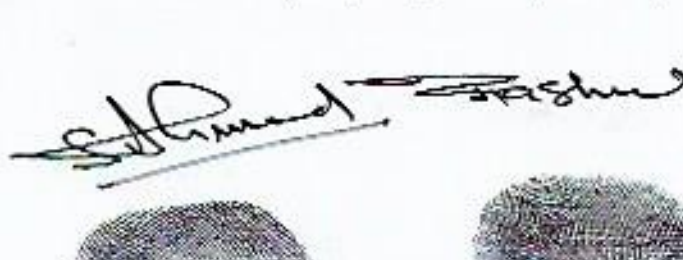

The Board of Trustees shall be competent to pull down, renovate, rebuild, alter, adapt, improve, add to, develop or repair any immovable property comprised in the Trust Fund and to expend thereon such moneys out of the Trust Fund or income thereof as it may deem fit.

7.5 Questions of Doubt/Difficulty :

It shall be lawful for all the Trustees to settle and determine all matters of interpretation of this Deed as well as all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of this Deed and the Trust and the settlement (although the questions involved may not be actually raised) shall be valid, binding and conclusive.

7.6 Amendments :

If in the opinion of the Board of Trustees circumstances so required, the Trustees may with a 3/4th majority of the total strength of the Board of Trustees, make any amendment to the total Objects and /or any terms of this Deed and give effect to such decisions by signing and executing necessary documents and take all steps necessary to give effect to their decisions subjects, if applicable, to the prior approval of the


concerned Director of Income-Tax (Exemptions) / High Court or the principal civil court of original jurisdiction, having jurisdiction over the Trust.

7.7 Borrowing :

The Board of Trustees may, from time to time, at their discretion for the furtherance of the Objects borrow money at such rates of interest and on terms and conditions as might best serve the interest of the Trust.

7.8 Compromise/Arbitration:

The Board of Trustees shall have the power to settle or compromise, out of court, all suits, actions and other proceedings and to settle all differences and refer any suits, actions or other proceedings, difference or demands to arbitration and to executive releases and to do all things necessary, in its view, in the best long term interests of the Trust.

7.9 Employ Services :

The Board of Trustees shall have the power to employ or appoint (including the power to dismiss and terminate) outside agencies, individuals, organizations or institutions and pay them such salary, remuneration and allowances as may be appropriate and necessary for carrying out the Objects and activities of the Trust.

7.10 Amalgamate Other Trusts etc. :

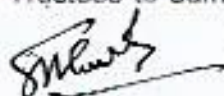
The Board of Trustees shall be at liberty to allow and permit any other trust, institution, foundation or charity whose objects are in consonance with the Objects and which enjoys exemption under Section 11 of the IT Act and recognition under Section 80G of the IT Act or any statutory modification thereof to amalgamate repugnant to the Objects. The Board of Trustees may associate, co-operate or affiliate the Trust with the work of any other institution, foundation, organization or agency in India or abroad whose objectives and aims are in consonance with its own;

7.11 Rules and Regulation :

The Board of Trustees shall have the power to make such rules and regulations for administering the Trust as it may deem necessary and appropriate with 3/4th majority of the total strength of the Board of Trustees and the Trustees with a 3/4th majority of the total strength of the Board of Trustees will also have the power to amend, vary and change such rules and regulation'

7.12 Delegation :

The Board of Trustees shall have the power to appoint any one or more of the Trustees to administer specific projects, initiatives or activities and to provide for any






reasonable and fair remuneration to such Trustees(s) as may be appropriate and to delegate to him/them such responsibilities and functions as the Board of Trustees may consider appropriate.

7.13 Opening/Operating Bank Accounts :

The Chairman & Secretary jointly shall have the power to open, maintain and operate account(s) with one or more scheduled bank(s) as may be deemed necessary for the management, the administration and the functioning of the Trust.

7.14 Dealings with legal and statutory bodies :

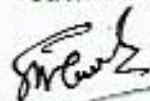
The Chairman & Secretary shall have the power to deal with file papers and documents, hold meeting and do all other necessary acts, deeds and things to efficiently and effectively administer the work of the Trust. This shall include dealing with all Government departments such as the Reserve Bank of India, the Income Tax Department etc. The Board of Trustees shall, within the prescribed period(s) from the date hereof, take all steps that may be necessary for registration of the Trust as a charitable trust under the applicable provisions of the IT Act including the recognition under Section 80G of the IT Act.

7.15 Cost and Expenses:

The Board of Trustees shall have the power to pay all costs, charges and other expenses, out of the Trust Fund incidental to the management/administration and execution of the Trust, its activities and inrelation to the attainment of the Object and

7.16 Miscellaneous :

- (a) The Board of Trustees shall be bound to maintain the Trust Fund, and protect the assets and title thereto. The Board of Trustees shall take necessary steps to ensure that the Trust Fund is utilized for the Objects.
- (b) The Trustees shall be bound to deal with the Trust Fund as carefully as a man of ordinary prudence would deal with such property as if it was his own;
- (c) The Board of Trustees shall keep clear and accurate accounts of all monies and properties received and expended for the Trust and the Trust Fund and shall maintain the same with full and accurate information.
- (d) The Board of Trustees shall have the power to determine, in case of doubt, whether any money or property shall for the purpose of the Trust be considered as corpus fund or any income and as to whether out of the income or corpus fund of the Trust, expenses or outgoings shall be paid or borne by the Trust and every such determination shall be binding and conclusive. Provided that nothing herein



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contained shall be deemed to authorize the Board of Trustees to spend the income or corpus funds of the Trust for any purpose not authorized by these presents;

- (e) No Trustee shall have the power to delegate his office or any of this duties either to any other Trustee or to a stranger unless and until delegation is necessary and approved by the Board of Trustees, and
- (f) If any Trustee is a doctor, solicitor, advocate, chartered accountant, architect or a person engaged in any other profession he or his firm shall be entitle to charge for the professional or other services rendered to the Trust.

8. ACCOUNTS/FINANCIAL YEAR

Proper and regular books of accounts of all receipts and payments of the Trust shall be maintained by the Trust. The financial year of the Trust shall be form the 1st day of April to the 31st day of March each year. However, the first financial year shall be for a period commencing from the date of signing of this Deed to the immediately succeeding 31st day March (that is, March 31, 2016). At the end of each financial year a balance sheet of the Trust and income and expenditure accounts will be drawn up. The accounts of Trust will be drawn up. The accounts of the Trust shall be audited annually by a firm of recognized Chartered Accountants appointed by the Board of Trustees.

9. CUSTODY OF DOCUMENTS AND BOOKS OF ACCOUNTS

The Chairman and Secretary are authorized by the Board of Trustees shall have cutody of all documents, books of accounts, deed of title relating to Trust properties and investment and other records relating to the Trust and shall be responsible for the preservation of the same.

10. MISCELLANEOUS :

- 10.1 The Trust is hereby declared to be a public charitable trust for charitable purpose in India and all the provisions of this Deed are to be construed accordingly. If any of the Objects at any time is found to be outside the scope of chartiable purposes as defined under the IT Act it would be deemed to have been excluded from the Objects.
- 10.2 All activities of the Trust shall be carried out in India with a view to benefit the Indian public at large with special emphasis on Muslims, without any profit motive and in accordance with the provisions of the IT Act or any statutory modification thereof. The Trust Funds would be utilized only towards the attainments of the Objects and no portion of it would be distributed by way of profits, interest or dividends to the Trustees or to any persons referred in Section 13 (1)(C) read with Section 13(3) of the IT Act.

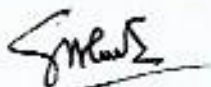


- 10.3 Anything not specifically provided for herein, shall be decided by the Board of Trustees in accordance with normal and generally accepted customs, usage, conventions and legislation followed by charitable trusts in India.
- 10.4 It is declared that the Trust is irrevocable. If the Trust fails for any reasons, in the majority opinion of all the Trustees, the net assets of the trust both movable and immovable shall be handed over to any other trust having same objects and purpose and enjoying exemption under Section 11 of the 11 Act and recognition under Section 80G of the IT Act or any statutory modification thereof, with the consent and approval of all the Trustees.
- 10.5 The Trustees and other office bearers shall be liable, answerable or accountable only for such moneys, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity, and shall be liable, answerable or accountable only for their acts omissions, receipts, neglects and defaults, and not for (a) those of each other or any of the bankers, auctioneer or any other person with whom or into whose hands any of the Trust Fund may be deposited, or (b) income in accordance with any of these presents, or (c) the deteneration or loss or loss of any stocks, funds, deposits or securities etc, comprised in the Trust Fund, or (d) any defect or insufficiency of title or for any stocks, funds, deposits or securities etc. comprised in the Trust Fund, or (e) for any other losses; unless the same (which applies to all the above) shall happened through their own willful default and when they failed to exercise adequate diligence and prudence as they would have exercised for their personal property/investment.

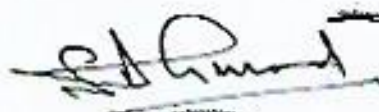
Dissolution :

In case of failure of the Trust for want of object or other technicalities, or the functioning of Trust becomes impossible, then the Trustees unanimously may dissolve the trust and after meeting all liabilities, donate the remaining Trust & Corupus Fund to various organizations as near and as close to the objectives of the Trust or in accordance with the wishes of the Trustees.

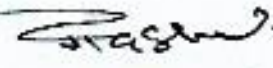
PROVIDED always and also without prejudice to the generality of the foregoing objects wherever the situation admits the help may be given either in the way of peculiar payments or

















goods or things or the supply or distribution foods, clothes or medical relief in such other manner as the trustees may decide.

Witness :

Trustees

Gaurav Kumar Gupta
ADVOCATE
Reg. No. 5245/09
Collectorate, BIJNOR

1. Dr. Shamim Ahmed

[Signature]
Self and general Attorney for
Dazi Asad Ali

2. Qazi Asad Ali

3. Shahvez Ahmad

[Signature]

4. Haroon Rasheed

[Signature]

5. (Mehmood Hasan Naqvi)

21/02/2011
21/02/2011
21/02/2011
21/02/2011

Drafted by Mahmood Hasan,

Advocate, Bareilly.

Typed by

Welcome studio Bijnor

[Signature]
MAHMOOD HASAN
Advocate
Chamber No. 22, Commissioner's Court
Bar, Bareilly, Regn. No. UP3840/07



आज दिनांक 05/10/2015 को

वही सं. 4 जिल्द सं. 178

पृष्ठ सं. 83 से 120 पर क्रमांक 89

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


मांगेराम (प्रभारी)

उप निबन्धक (सदर)

विजनीर

5/10/2015

