



TRUST DEED

THIS DEED OF THE DECLARATION OF TRUST is made on this 31st day of March, 1997 by SHAFI MOHAMMAD S/o. MR. SULEMAN KHAN VILL. & P.O. FATEPUT TAGGA DISTT. FARIDABAD, HARYANA hereinafter called and referred to as the "Settler Trustee" which terms shall to extent the context so requires and admists, mean and include the Settler Trustee. His legal heirs/heir, executor executors and administrator or administrators.

WHEREAS the Seller Trustee HAS TAKEN AND EARNEST DESIRE TO serve the countryman in general and educatinally and economically backward inorities particularly muslims by creating a Trust out of the money which he is seized and possessed of and which he has set apart for the purpose as detailed in the object clause:

WHEREAS the Seller Trustee has constituted a sum of Rupees Five Thousand as intial corpus of the Trust Fund together with all the contributions, additions, accumulations and accretions to the said moneys and the conversion thereof ;and investments in which the same may from time to time be invested and all

Contd.2.

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DATE REGISTERED

2017/10
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ASSOCIATED RECORDS
1570 100

May 2 Good Shepherd Home

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other movable and immovable properties and assets that may from time to time be vested in the Trustees or be received by them, by way of donations or otherwise or acquired by them or may come into their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to the Trust hereby created;

And whereas with a view of constituting the Trust permanently as an irrevocable Trust for the purpose of carrying on the objectives of this Trust DEED, it is considered desirable that for the purpose of creation of this charitable Trust, the Declaration of Trust should be made in the manner set out hereunder:-

NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH AS UNDER:-

1.0 NAME:

That the name of the Trust would be MEWAT TRUST FOR EDUCATIONAL WELFARE.

2.0 REGISTERED OFFICE:-

That the Registered Office of the Trust would be situated in the State of Haryana and the present address of the Trust would be Vill. & P.O. FATEPUR TAGGA, Distt. FARIDABAD which may be changed as and when the Trust decides it necessary to do so by a simple majority of all the Trustees.

3.0 OBJECT:

A MAIN OBJECTS:

The Trust is created:

- 3.01 To work for the development of Education, Arts, Culture, Sciences, Technologies, Health Care and other social cause in educationally and socially backward areas and classes of the people of India, particularly the Muslim minority.
- 3.02 To dispel ignorance and superstitions by disseminating true knowledge in order to develop a modern, democratic, scientific and humanitarian outlook, to uplift the disadvantaged and the weaker sections of the society, to effect improvements in general standards of education specially in new emerging areas of sciences and technologies and to raise the living standards in the under-developed areas and classes of the Muslims, to promote goodwill among various communities inhabiting India, to promote respect for fundamental human rights enshrined in the Constitution of India for all sections of the Indian people, and to inculcate democratic values among the people.
- 3.03 To establish administer and maintain educational institutions of every kind especially for Muslim minority community and to build, administer and maintain hostels for these as well as other institutions.

- 3.04 To organise seminars, conferences and workshops to utilise media for dissemination of knowledge and information and to train students in the various information technologies.
- 3.05 To impart training of various duration in professional, vocational and other useful course, particularly in Engineering, Medicines and pharmacy, information management and mass communication and also to establish production-cum-sales facilities for the trainees in its institutions.
- 3.06 To grant scholarships to deserving students of science, technology, commerce, business management vocational studies and any other useful course of studies.
- 3.07 To support or contribute to other institutions of learning and other charitable institutions and to maintain liaison and develop mutual areas of co-operation with other organisations whether voluntary or official, and with specialised institutions, individuals and associations in furtherance of the aims and objects of the Trust.
- 3.08 To carry on such further charitable objects of general public utility as are compatible with the

B. OTHER OBJECTIVES:

For the purposes of carrying on the main objects enumerated at(A) above, the Trust will further carry on the following activities.

- 3.10 To pay to the Government or to pay public authority rent, rates, taxes, assessment dues, duties and outstandings that may from time to time be levied in respect of the Trust Assets or any part thereof.
- 3.11 To defray out of the income of the Trust all expenses and all other outgoings of and incidental to the creation, maintenance, management etc. of such institutions.
- 3.12 To open and maintain account or accounts of the trust in Banks for the purpose of keeping the money of the Trust as permitted by law.
- 3.13 To purchase or hire or to take on lease land, building and other immovable or movable properties in the name of the Trust.
- 3.14 To invest, dispose of, transfer and otherwise deal with the subject matter of the Trust in such manner as the Trustees deem fit and proper to do in carrying out the objects of the Trust.
- 3.15 To raise or borrow money required for the purpose the trust on a mortgage or pledge of the Trust estate or any part thereof with or without any security and on such terms as the Trustees shall think fit;

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- 3.16 To take over the management of any other public or charitable institution, project or branch of any such institution on such terms and conditions as the Trustees may deem fit and to manage such institutions.
- 3.17 To acquire by gift, purchase, exchange, lease or hire or otherwise any land, building and any other property movable and/or immovable and any estate or interest or interests for furtherance of all or any of the objects of the Trust;
- 3.18 To invest the funds of the trust not immediately required in deposit with scheduled/co-operative Banks or with undertakings or in any securities authorised under the Income Tax-Act, 1961, or other applicable laws in force from time to time;
- 3.19 To create any reserve fund, sinking Fund, Insurance Fund, Provident Fund or any other special fund whether for depreciation or repairs, improving extending or maintaining of the properties or rights of the Trust/or for recoupment of wasting assets and/or for benefits of the employees and for any other purpose for which the Trust deems expedient or proper to create or to maintain any such fund or funds;
- 3.20 To set apart and provide funds for the welfare of employees of the trust.
- 3.21 To do all such other lawful acts, deeds or things either alone or in conjunction with other organisation as are incidental or conducive to the attainment of any of the above objects;
- 3.22 To make Rules and Regulations for the conduct of the affairs of the Trust and to add, amend, vary or rescind them from time to time by a majority of the Trustees,

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according to sub-para 5.08 and 5.09 below.

- 3.23 To accept, upon such terms as the Board of Trustees may think fit, any grant/donation/contribution in money, kind, land other property, or imprest with the trust to carry out the objects referred to in sub-clause 3.01 to 3.29 of clauses A and B of para thereof PROVIDED THAT the terms upon which such grants, donations, contributions shall be accepted shall not in any way be inconsistent with or repugnant to the objects of these present.

BOARD OF TRUSTEES:

- 4.01 The Management and control of the Trust and Trust properties shall vest in the Board of Trustees. The Board of Trustees including the Settler Trustee cum Chairman and Secretary and the Treasurer as well as the exofficio Trustees. The following shall be Members of the First Board of Trustees;

1. Safi Mohd. S/o. Mr. Suleman Khan
Vill. & P.O. Fatehpur Taga
Distt. Faridabad
(HARYANA)

Safi Mohd

Settler Trustees & Chairperson of the Board of Trustees

2. ✓ Lt. Gen. Ranbir Singh
126/21B, Sec.
Faridabad
(HARYANA).



Ranbir Singh

3. ✓ Afaq Choudhary
S/o. Lt. Abdul Bari Khan
A/45, Gadwali Moulha, Laxmi Nagar
NEW DELHI.



(Afaq)

Safi Mohd : 7

4. Mohd. Umar Goutam (Director)
S/o. Mr. Krishan Pal Singh
Marakaz-Ul-Ma Arif Delhi
F-15/7, Jogabai Extn.
Jamia Nagar,
New Delhi.
5. Hamid Khan S/o. Sarjeet Khan (Advocate)
Teh. & P.O. Nuh
Vill. Morad Bass
Distt. Gurgaon
Haryana.
6. Moulana Mushad Ali Qasmi
S/o. Haji Ali Mohd. Qasmi
Vill. & P.O. Bailaspur
Distt. Muzaffar Nagar (U.P.)
7. Mrs. Shahina Khan
W/o. Mr. Shafi Mohd
V.P.O. Fatehpur Taga
Distt. Faridabad
(HARYANA).
8. Shermohd S/o. Mr. Suleman
V.P.O. Fatehpur Tagga
Distt. Faridabad
(HARYANA)
9. Lal Mohammad S/o. Mr. Suleman Khan (Sarpanch)
V.P.O. Fatehpur Taga
Distt. Faridabad
(Haryana) 121004.

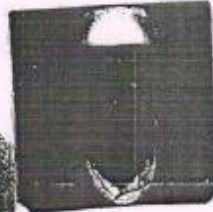


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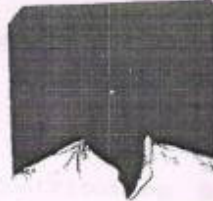
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- 4.02 The first Trustees named above except the ex-officio Trustees, are the Founder Trustees and they shall hold their office for life. The settler Trustee will also hold the office of the Chairman of the Board of Trustees, the surviving Trustees, including the Trustees Appointed for a period of two years under rule 4.04 shall elect by a majority of the total number of Trustees, a new Chairman within a month. During this period the Treasurer will officiate as Chairman. The Chairman can also be replaced by a resolution of the Board of Trustees, by 3/4 of all Trustees voting for such a proposal after giving

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notice for such a proposal at least one month in advance. The Founder Trustees and the Chairman can resign from the Trust giving at least one month's notice.

4.03 The Trust will be entitled to receive specified subscription from any person above the age of 18 years applying for a category of membership who accepts the aims and objects and agrees to abide by rules and regulations of the Trust. The Chairman may admit such persons to any of the following categories of membership of the Trust.

- a) Patrons: Not more than three persons of eminence will be requested by the Chairman to accept the office of patrons.
- b) Donor Member: All those who donate and agree to donate a sum of Rs.20,000/- or above to the fund of the trust can become donors.
- c) Life Member: Individuals contributing Rs.10,000/-or above shall be life members.

4.04 The Chairman of the Board of Trustees, with the approval of not less than half the number of the Founder Trustees may invite an individual from the category of persons who are patrons, donors or life members to become a Trustee for two years. The number of such Trustees will, at no time, exceed seven and they will be eligible to reappointment by the chairman. These trustees will have the same authority and functions as the Founder Trustees during their tenure.

4.05 APPOINTMENT OF NEW TRUSTEES:

If and when as the Trustees of THESE PRESENTS i.e. The Founder Trustees die or desire to retire or refuse to or become incapable to act in the Trust or take the benefit of insolvency law for the time

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being in force or become of an unsound mind otherwise disqualified by operation of law or, if any Trustee without leave of absence remains absent from six consecutive meetings of the Board of Trustees, then in every such case it shall be lawful for the Chairman of the Board of Trustees, with the approval of a majority of the surviving Trustees to select a new Trustee in his place.

5.0 POWER OF THE BOARD OF TRUSTEES:

5.01 POWER TO APPOINT AGENTS AND COMMITTEES:

The Board of Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper, persons or agents and to appoint committees as they may think proper to function under the authority and control of the Trustees for carrying out the Trust of THESE PRESENTS or the management thereof and may within the limits their own powers invest them with all such powers including power to incur all such expenditure as may be necessary for carrying out the objects of the Trust.

5.02 POWER TO DETERMINE ALL MATTERS OF DOUBT OR DIFFICULTY:

It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS as well as matters of difficulty, doubts for dispute and all question arising in the course of or incidental to the administration, management and execution of the Trust and any such settlement or determination (although the question involved may not have been actually raised) shall be valid, binding and conclusive and shall not be objected to or re-opened upon any ground whatsoever.

5.03 POWER TO COMPROMISE AND REFER TO ARBITRATION:

The Board of Trustees shall have fully powers to settle compromise or compound out of Court, all suits, actions and other proceedings and to adjust and settle all accounts relating thereto as fully as if they were absolutely entitled to the Trust Fund and without

5.04 POWER TO PURCHASE, HIRE OR TAKE ON LEASE:

The Board of Trustees shall be entitled to purchase or hire or take on lease a property or properties for the purpose of carrying out the objects of the Trust hereby created.

5.05 POWERS TO BORROW

The Board of Trustees may, from time to time, at their discretion for the furtherance of the objects of the Trust of THESE PRESENTS borrow any money in such form and manner and shall make all such dispositions of the properties movable or immovable part of the Trust Fund or any part thereof and enter into such agreements, assurances, and deeds in relation thereon as the trustees may deem proper for giving to such loans and interests.

5.06 OPENING BANKING ACCOUNTS AND HOW TO BE OPERATED:

The Trustees may from time to time open and maintain in the name of the Trust any banking account or accounts with such scheduled bank or Regional Rural Bank or banks as may from time to time be determined by the Trustees and shall forthwith pay or cause to be paid the rents, income, profits, dividends and all other money forming part of the Trust Fund to the credit of any such account or accounts. Such accounts may be operated by the Chairman or such Trustee as may from time to time be authorised by him to do so.

5.07 POWER TO MANAGE AND SELL THE IMMOVABLE PROPERTY:

The Trust may sell or assign any movable or immovable property or properties for the time being forming part of the Trust Fund together or in parcels and either by Public auction or private contract and either with or without any special or other stipulations as to title, evidence or commencement of title or otherwise and may buy and rescind or vary any contract for the sale and re-sale without being made answerable for the loss occasioned thereby, and for the purposes aforesaid or any of them to execute and do all such assurances,

acts, deeds and things as they may think fit and shall stand possessed of the residue of the said premises or of the unsold part thereof for the time being upon such Trust, subject to such powers, provisions, agreements and declarations as are herein declared.

Provided all ways, that the Trustees shall manage any immovable properties for the time being forming part of the Trust Fund in such a manner as they may think fit with full power to make improvements, repairs or alternations of any description and to make or incur any outlay for any such purposes or for the insurance or otherwise for the protection or benefits of the said premises and to grant or renew lease of any description and upon any terms of the said surrenders or losses and agreement either in contemplation of a renewed lease or tenancy occupies or intending tenants or occupiers of the said premises and it shall be in the discretion of the Trustees either to go for arbitration or settle in any other fashion with person or persons whosoever in relation to the premises.

The receipt in writing signed by the Treasurer or a Trustee nominated by the Chairman Board of Trustees of the Trust for the time being of THESE PRESENTS for any income of the Trust Fund or for any deeds, papers, writing documents or other money and effect payable or deliverable to the Trustees shall be sufficient and effectual discharge for the same respectively as in such receipts or receipts shall be expressed or acknowledge to be or to have been received; and the persons or person to whom or in whose favour the same shall be given, his or her or their heirs executors or administrators shall not afterwards in any case be obliged or concerned to see to the application of the money, property and effects therein mentioned and acknowledged to be received or be answerable or accountable for the loss, misapplication or non-application thereof. The Trustees by a resolution may also authorise any scheduled bank or central, provincial or district co-operative bank in India to collect any dividend or income of the Trust on their behalf.

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5.08 It shall be competent for the Trustees from time to time to make rule and bye-laws not inconsistent with the express provisions of these presents as the Trustees may deem proper for facilitating the management of the Trust, its assets and the regulation and conduct of the Trust. The Trustees may from time to time repeal or alter, amend, rescind or add to such rules and bye-laws by 2/3 majority.

5.09 POWER TO AMEND THE RULES:

If in the opinion of the Trustees circumstances so require the Trustees may by a 2/3 majority of all the Trustees make any amendment in the rules they may consider necessary for the better management of administration of the Trust activities or for carrying out the objects of the Trust.

5.10 POWER TO AMALGAMATE OTHER TRUSTS ETC.

The Board of Trustees shall be at liberty to amalgamate any other Trust, institution or charity, whose objects are the same or similar to those of THESE PRESENTS PROVIDED that no conditions are accepted which involve a change in the name of the Trust or are inconsistent with or repugnant to the objects thereof.

5.11 POWER TO REIMBURSE:

The Trustees of THESE PRESENTS are entitled to be reimbursed and also to pay discharge out of the Trust Fund, all expenses incurred by them or on their behalf in or about the execution of the Trust and power of THESE PRESENT.

5.12 REMUNERATION OF TRUSTEES FOR PROFESSIONAL SERVICES:

Notwithstanding anything herein contained, nothing shall disentitle a Trustee to receive remuneration due to him by reason of his rendering professional services or for working full-time or part-time on any of the projects of the Trust or its institutions.

5.13 GENERAL:

The Board of Trustees would be competent and empowered to do all such things as may be required

for the fulfilment of the objectives of the Trust as mentioned in clause 3.0.

6.0 INVESTMENTS:

6.01 INVESTMENT OF TRUST FUND:

All money forming part of the Trust Fund and requiring investment shall be invested on behalf of and in the name of the Trust or the Trustees to be held exclusively for the purposes of the Trust for the time being in or upon any of the securities authorised by Income Tax Act, 1961 or any other applicable law in force from time to time for investment of Trust Funds or in deposits with any scheduled bank or banks or central, provincial or district co-operative banks in India.

6.02 IN WHOSE NAME MONEY TO BE INVESTED:

All money forming part of the Trust Fund and requiring investments shall be invested and the conveyance or other assurance in respect of any immovable property or properties forming part of the Trust Fund shall be obtained in the names of the Trust.

7.0 POWERS AND DUTIES OF THE OFFICE BEARERS:

7.01 THE CHAIRMAN:

- A) The Chairman shall preside over the meetings of the Trust and also be the Chairman of all the Units established and run by the Trust.
- B) The Chairman's duty shall be to ensure that these rules are enforced and resolutions of all the meetings are carried out.
- C) All appointments/recruitments in the institutions run by the Trust shall be made under the signature of the Chairman of the Board of Trustees, or by a person designated by him in writing.
- D) He shall exercise general supervision over affairs of the Trust and its other organisations and may for this purpose issue instruction to those concerned. He will have the

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authority to take all decisions and exercise all authority of the Board of Trustees in pursuance of the objectives of the Trust which may be reported to the next meeting of the Board of Trustees for ratifications. He will have the authority to nominate any Trustee to perform the functions of an office bearer if the functioning of that office-bearer becomes difficult. This order will be placed in the next Board meeting for ratification.

7.02 THE SECRETARY:

- A) The Secretary shall be the Executive Officer of the Trust and shall work under the supervision and control of the Chairman. He shall conduct all official correspondence under his signature and he shall have supervisory powers over all the institutions of the Trust and shall have powers of visiting the institutions as and when necessary in discharge of his duties, under the overall supervision of the Chairman of the Board of Trustees.
- B) He shall convene all meetings of the Trust with Chairman's written approval on due dates and give intimations thereof to the members in time.
- C) He shall prepare the agenda of a meeting under the directions of the Chairman.
- D) He shall be official signatory of the Trust in all contracts entered into by the Trust.
- E) The Secretary shall in every meeting prepare, under the Chairman's guidance a report on the working of the Trust and its units alongwith a detailed statement of receipts and expenditures and cash and Bank Balance, duly countersigned by the Treasurer and submit these before the Board of Trustees for its consideration.

7.03 THE TREASURER:

- A) The Treasurer shall be responsible for the issue of receipts, vouchers for funds received or paid out by the Trust.
 - B) It shall be his duty to see that proper accounts are kept and documents prepared as per rules of all the incomes and expenditure.
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C) He shall get the accounts audited according to rules.

D) He shall see that all receipts are booked in Bank A/cs. on day to day basis and in no case, expenditure shall be made directly out of these receipts.

8.0 ACCOUNTS AND YEAR:

8.01 ACCOUNTS AND AUDITS:

The Trustees shall get maintained regular accounts of the Trust Fund and shall get the same duly audited by a firm of Chartered Accountants.

8.02 ACCOUNTING YEAR:

The accounts of the Trust would be closed and balanced on 31st March each year.

9.0 MEETING AGENDA QUORUM:

MEETINGS:

There shall be at least two meetings of the Board of Trustees in one financial year. All the meetings of the Trust shall be called by the Secretary under the direction of the Chairman.

9.02 Decision at a meeting of the Trust except those concerning matters specifically mentioned herein shall be by a majority of vote. In case of a tie, the Chairman shall have a casting vote.

9.03 At least 21 days notice of meeting shall be given to the Trustees for ordinary meeting and a 7 day's notice for emergency meeting, provided that in case of urgency, if the Chariman so thinks fit, a resolution can also be passed by circulation.

9.04 One-third(1/3rd) of the Board of Trustees would form the quorum for any meeting. However for taking some important decisions as laid down in this Trust deed, the consent of more than half or two-third of the total number of Trustees would be required.

9.05 One of the meetings would be called Annual General Meeting in which the Audited Statement of Accounts would be presented for approval and such annual

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General Meeting will be held within six months from the close of the year, i.e. 31st March.

10.0 GENERAL:

10.1 INDEMNITY TO THE TRUSTEES ETC.

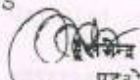
The Trustees shall be chargeable only such money, stocks, funds deposits and securities as they shall actually receive notwithstanding their signing of any receipt for the sake of conformity, neglects, default and not for those of other like any bankers, actioners or any other person with whose or into whose hands trust money or securities may be deposited or come in accordance with the regulations of the Trust nor for deterioration or loss of any stocks, funds, deposits or securities not for any defects or insufficiency of title or for any other loss unless the same happens through their own acts or omissions.

10.2 DISSOLUTION OF THE TRUST:

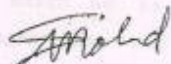
In the case of dissolution of the Trust, a collegium consisting of Chairman of the Board of Trustees the the Heads of Darul-Uloom Deoband, Nadwat-ul-Ulema Lucknow, the Chancellors of the Aligarh University, the Jamia Millia Islamia, New Delhi, and the Jamia Hamdard, New Delhi shall, by a majority, vote, decide and handover the assets of the this Trust to some other charitable institution or deal with it as they deem fit.

WITNESS

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बिला: T. H. K.
B. S. Sharma

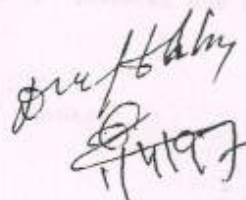

Settler Trustee & Chairman
of the Board of Trustees

2- B. S. Sharma

S/o Sh. Anil Kumar

R/o M. Madan Prasad

Teh. Faridkot



C. S. SHARMA

उपस्थित प्रिया माता है कि इच्छा हुआ व 23
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 दिनांक 1/4/42... को क्या किया है बखिरफ
 बुलार न. लहीने 1.....
 खिल न. दिनांक 1/4/42...
 क्या न. संजाना न. 23... को हुआ किया क्या
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