

TRUST DEED

THIS DEED OF TRUST executed on this the 22-09-2018 BETWEEN

(1) Mrs. HASEENA; W/O Mr. MOHAMMAD ASHRAF MALIK, by Religion MUSLIM

aged about 45 years, by Nationality - Indian, residing at HUSHANGPORA NAGBAL SHOPIAN, 192305 (Party of the first part) hereinafter called as the SETTLOR of the Trust (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executor, successors, administrator and legal representatives) of the ONE PART AND (1) Mr. Malik Owais Ashraf S/O Mohammad Ashraf Malik By faith - MUSLIM, by Nationality - Indian, residing at HUSHANGPORA NAGBAL SHOPIAN, 192305 and

(2) MS. SEERAT ASHRAF, D/O, Mr. MOHAMMAD ASHRAF MALIK by faith - MUSLIM, by Nationality - Indian, residing at HUSHANGPORA NAGBAL SHOPIAN, 192305 (Hereinafter called "The Trustees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee their or his assignees) of the other part,

WHEREAS the party hereto of the first part is possessed of the sum of Rs. 1,00,000 (Rupees One Lakh only) as her absolute property and he is desirous of creating a Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has/have individually and jointly agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income Tax Act, 1961 or any statutory modification thereof.

AND WHEREAS the trust is hereby expressly declared to be public charitable Trust and all the provisions of this deed are to be constituted accordingly.

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S (SNO) in order of the shopian



before S. S. Bah Sub-judge sub-Registrar Shopian

This trust deed has been presented before me today on 025-9-18 at 10.30 AM in my office by the executants named in the enclosure for registration. Executant read out the contents of its contents and its execution. Executant are identified by Shah Hoda Mansoor Advocate. Stamp duty worth Rs five hundred is enclosed with the document by fee worth Rs five has been charged vide CR NO 1417510 the document is now by admitted to registration and shall be returned to the party today.

Executants.

Witness:



Munsiff Sub Registrar
Shopian
25-9-18



AV 536932

(2)

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. SETTLEMENT

The Party of the first part, THE SETTLER, does hereby settle the sum of Rs. 1,00,000 (Rupees One lakh only) in Trust, with the name and for the objects hereinafter stated by, delivering the said amount in cash which the party of the others part, The Trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

2. NAME

The name of the Trust shall be **GANI MEMORIAL EDUCATIONAL TRUST.**

3. PLACE

The Principal office of the Trust shall be situated at Nagbal Shopian PIN 192305 or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4. AREA OF OPERATION

All over India.

5. OBJECTS

(i) To Promote and encourage development, advancement and research in the area of Health Education, Academic Education, Environmental Protection, Water Security, Urban Regeneration, Rural Development, Health and Hygiene, Development & Welfare of Minorities, Development & Welfare of Women and any related or associated fields.

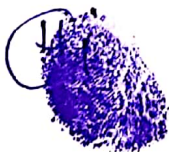
(ii) To run an English medium school under CBSE curriculum.

(iii) TO promote training of student, professionals, research fellows, general masses and technicians in various aspects. Also to co-ordinate with academic institutions and MEDICAL COUNCIL OF INDIA, PARA MEDICAL BOARD, AICTE, NCTE, NCVT, CBSE, ICSE, IGCSE and other regulating agencies in developing curriculum for training courses and incorporating appropriate modules in the Educational Institutions for training of Professionals in the above area.

(iv) To provide training and education including those in the field of Medicine, Surgery, Health and Sanitation, Nursing and Para Medicals.

(v) To provide training including those in areas related to Games and sports, coaching in cricket, football, hockey, Kabaddi, Body buildings, Yoga and other sports, training to become referees and umpires, training to become coaches, training for ground staff and training for sports managers.

(vi) To Provide Training of various kinds including those in computers, information technology, biotechnology, software, hardware, accountancy, journalism, law, Education and language.



DISTRICT TREASURY
SHOPIAN
10 SEP 2018
STAMPS ISSUED
Tehvildar



11/6/18
Seshwar Lal Suman

وام نمبر

گورنمنٹ ہسپتال کے حساب ضابطہ رجسٹری

72

پر دونوں رجسٹر

ذیل نمبر 842 کی گئی۔ فیس رجسٹری مبلغ 5/3

موردہ نمبر 1417510 مورخہ 25-9-18

واقف خزانہ سرکار ہونی اصل حذیبہ است نقل در رجسٹر متعلقہ حوالہ

مقررہ نمبر 72

مستند نمبر 11/6/18



AV 536885

(3)

(vii) To provide vocational training, for workers in small scale industries, Mithila Painting, khadi and cotton industries, especially to the rural women, unemployed youth and persons with special needs and widows.

(viii) To provide Training in areas such as; sewing, knitting, dyeing, embroidery, health and beauty treatments, shorthand, carpentry, masonry, plumbing, electricity and electronics, stuffed toys, theatre, acting, dance, music, fine arts and photography.

(ix) To manage, maintain and run all kinds of educational institutions including technical and non-technical, reading rooms, common rooms, adult and non-formal education centres, schools, colleges, residential schools, hostel for both boys and girls, libraries and any other institution that benefits and / or uplifts the moral, mental and spiritual standards of all kinds of peoples, without any discrimination of any sort.

(x) To provide education including those in the field of Environment and run campaigns for the protection of environment, plantation of trees, cleaning of rivers and promotion of renewable and non-conventional energy resources.

(xi) To provide training and education including those in the field of Makhana production, Animal Husbandry, Dairy production, Fisheries and Poultry etc.

(xii) To provide training and including those in the field of rural development, fertilizers & seeding, nursery, horticulture and plantations.

(xiii) To Promote awareness among public in the areas including problems of illiteracy, unemployment, orphans, and other social evils like; dowry, child marriage, Casteism, communalism, substance abuse, alcoholism, problems of old age, beggars and handicapped and those of health and sanitation.

(xiv) To organize cultural events promoting dance, music and the culture of India among the general public.

(xv) To publish newspapers, journals and research papers in order to promote education development.

(xvi) To provide relief to general public during times of natural disasters like; flood, famine, earthquakes etc..... and also to promote awareness about the same through training of volunteers.

(xvii) To provide training and raise awareness in areas including the like of Human Rights, Rights of Women and Children, Democracy and Panchayati Raj, Rights of consumers and formation of self- help groups in order to achieve the above.





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(4)

(xviii) To provide training in the areas including motoring, welding, fabrication, automobile, repairs, printing and publishing, food processing, physical education and any other related area.

(xix) To organize seminars and symposiums in order to promote holistic education for all.

(xx) To perform any other related task of involve in any other activity related to the achievement of the above mentioned aims and objectives of the trust.

PROVIDED the Trust may assist/donate the other TRUST to carryout the various objects mentioned in the objects clause in such manner and to the extent the Trustees may decide upon from time to time.

6. FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, local authorities or any other charitable institution, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trust. While applying such receipts, the Trustees shall respect the directions, if any, by the granter. Any receipts with specific direction to treat the same as part of the corpus of the Trust of separate fund shall be funded accordingly.

7. INVESTMENTS

i. All monies, which shall not immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in bank. Such investments shall be in the name of Trust of Trustees.

ii. That the Trustees shall invest the Trust fund, carry on any business with the Trust fund and/or enter into partnership on behalf of the Trust, as they may deem fit.

iii. That the Trustees shall manage the Trust fund and investment thereof as a prudent man would do the same. They shall recover all outstanding and meet all recurring and other expenses incurred in the upkeep or management thereof.

iv. That the Trustees shall receive and hold the income of the Trust on Behalf and for the benefit of the beneficiaries under the Trust.

8. POWER OF TRUSTEES

That the Trustees shall have the following powers :-

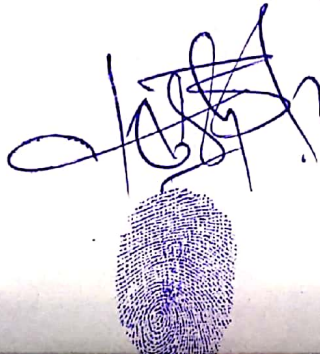
(i) To manage all the assets and/or properties of the Trust including the conduct of business;

(ii) To appoint employees and to settle the terms of their service remuneration and termination;

(iii) To look into the Management of the Trust.

(iv) To invest the funds of the Trust, in bank or in the purchase of company shares or securities or other movable and immovable properties.

(v) To pledge or mortgage the Trust properties for raising loans;



DISTRICT TREASURY
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AV 536887

(5)

(vi) To sell, alter, vary transpose or otherwise dispose or alienate the Trust properties or any investment representing the same for Consideration and to reinvest the same;

(vii) To open the bank accounts in the name and on behalf of the Trust and to operate the same;

(viii) To enter into a partnership on behalf of the trust with any other party or parties;

(ix) To pay all changes, impositions and other outgoing payable in respect of the Trust Properties and also to pay all cost of the incidental to the administration and management of the Trust properties;

(x) To fill suit on behalf of the Trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and component the suits field;

(xi) To accept my gift, donation or contribution in cash or in kind from anyone for the objects of the Trust;

(xii) To seek legal opinion of lawyers and/or Chartered Accountants as and when required;

(xiii) To nominate their representatives for any of the aforesaid purposes;

9. The number of the Trustees shall not be less than two but not more than 15.

10. In case of any difference between the Trustees, the opinion of the majority shall prevail.

11. Every Trustee will be at liberty to nominate or appoint attorneys or agents and to delegate all or any of the duties and powers vested in him to such attorney or agent, and to remove such attorney or agent and reappoint other or others in his place.

12. No Trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his willful neglect or default.

13. Any of the Trustees may retire on giving one month's prior notice in writing to the other Trustee (s)

14. If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving Trustee or Trustees shall appoint a successor in the place of such Trustee.

15. If at any time the no. of the Trustees is less than 2, the existing Trustee shall appoint the one or more Trustees.

16. Upon the appointment of a new Trustee the Trust properties shall vest in the new Trustee jointly with the continuing or surviving trustees, with the duties and power of the Trustees stay out herein above in this deed.





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(6)

17. If the Trust is determined by efflux of time, the corpus of the trust shall be divided amongst the beneficiaries in the shares as fixed by the Trustees:

18. BANKING ACCOUNT :-

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee Mr Malik Owais Ashraf, Head Trustee.

18. ACCOUNTS AND AUDIT

â— The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare on Income and Expenditure Accounts and Balance Sheet for every year as on the last day of March.

â— The Account of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

â— Account shall be operated by the Head Trustee of the trust or authorized by the trustees.

19. IRREVOCABLE

This Trust is irrevocable.

20. AMALGAMATION

The Trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

21. WINDING UP

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/ Organization whose objects are similar to those of this Trust with the permission of the Charity Commissioner/ Court/ any other law as may be applicable for the time being.

DISTRICT TREASURY
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SHOPIAN



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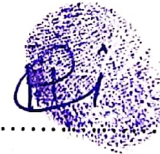
(7)

The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

SIGNED, SEALED & DELIVERED by the within named Settlor of the One Part at SHOPIAN in the presence of following:-

Advocate
SHAH AMAD MANSOOR
J&K High Court

SM, 82 PNO 82



Signature of the Settlor

SIGNED, SEALED & DELIVERED by the within named Trustees of the Other Part at SHOPIAN in the presence of Following:-

WITNESSES:-

1. Mohammad Ashraf Mahi
S/o Ab Gani Mahi
S/o Houshangpora Shopari

2. Abdul Hamid Mahi
S/o M. Ashraf Mahi
S/o Houshangpora

1.

2.

Signature of the Trustees



DISTRICT TREASURY
SHOPIAN
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Dr. J. S. Suman
J. S. Suman

VISAR APPROVED
STAMPED
DIST. COMPTROLLER
SHOPIAN