

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

D 095795

**Summary of Endorsement**

This document was presented for registration on this Monday, the 16th of May 2011 by Gauhar Alam (Dr.)

A stamp duty of Rs. 1000/- and other fees of Rs. 2604/- has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 2370 in Book No. 4, Volume No. 31 on pages from 421 to 431 and has been preserved in total 11 pages in C.D. No. 5 / Year 2011.

SCANNED

Date : 16/05/2011

Token No. : 17468 2011

Signature with date  
(Ajay Krishna Mishra)  
Registering Officer, Patna

**TRUST DEED**

**Specimen Trust Deed of A General Charitable Trust**

This Deed of Public Charitable Trust executed on this 16<sup>th</sup> day of May, 2011

Gauhar Alam  
16/5/11

Md. Shahid Noor  
16/5/11

16/5/11

16/5/11



16/5/11

Scanned by  
Cariya

R 17468/11 Patna



Serial No : 17044

Deed No : 2370

Token No : 17468

of 2011

Type & Status  
of Party

Name of Party

Photo

Thumb

Index

Middle

Ring

Gauhar Alam (Dr.)

Self



Gauhar Alam  
16/5/11

Signature of Party

Gauhar Alam (Dr.)

Signature of Party

Md. Shahid Nawaz

Signature of Party

Hamin Khan

Signature of Party

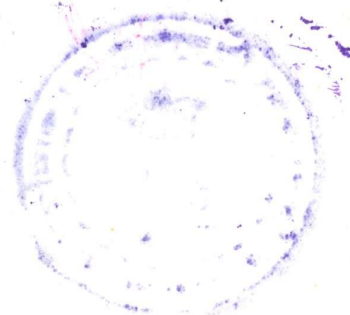
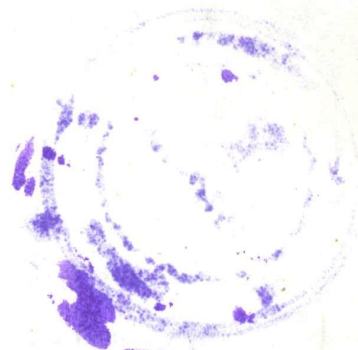
Perveen Jahan

Identifier



Perveen Jahan  
Signature of Party

16/5/11



## Between

**DR. GAUCHAR ALAM** Son of Mohd. Quddis Ansari, Resident of New Azimabad Colony, P.O. Mahendru, Patna - 800006, hereinafter called the 'Settlor' (which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part.

## And

**1. MD. SHAHID NAWAZ** Son of Fazlur Rahman, Resident of Mohalla - Khajoorbanna, P.O. - Mehendru, Patna - 800006.

**2. MD. HAMID KHAN** Son of Samir Khan, Resident of Village - Deodharpur, P.O. - Tekari, District- Gaya (Bihar).

Hereinafter jointly referred to as 'trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successor in office) of the other part.

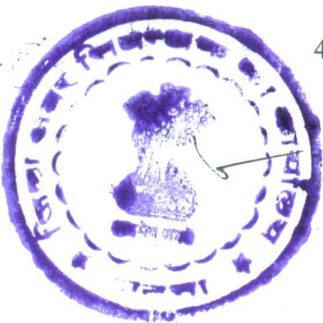
**Whereas** the Settlor is desirous of establishing a trust for public charitable objects.

**And Whereas** the trustees have, at the request of the settlor, agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents.

**And Whereas** it is necessary to declare the objects and terms of the public charitable trust, being constituted under these presents.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1. That, in order to effectuate his aforesaid desire, the settlor has set apart and handed over to the trustees, a sum of Rs. 50,000/- (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.
2. That the name of the trust shall be **MAXFORD SOCIAL AND EDUCATIONAL TRUST** and its office shall, for the presents, be situated at House No. 479C, New Azimabad Colony, P.O. Mahendru, Patna - 800006, and /or at such other place or places as the trustees may decide from time to time.
3. That, the above mentioned three trustees will be founder trustees.
4. And Whereas nothing contained in this deed shall be deemed to authorise the trustees to do any act which may in any way be constructed statutory modifications thereof and all activities of the trust shall be carried out with view to



*Gauhar Alam*  
16/5/11



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.

5. And Whereas the trust is hereby expressly declared to be a charitable Muslim Minority trust so as to be entitled to enjoy all the benefits, privileges and liberties provided by the constitution of the India under the Article 30(1)

**6. Objects :-**

- a) Educational - to establish, run and maintain or assist any educational or insitutions like schools, colleges, law college, B.ed. Training college, basic teacher training college, physical training college, mass communication, fashion designing, or other institutions for coaching, guidance, counselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.
- b) Medical and Paramedical to establish, run and maintain or assist any medical institution, nursing home, hospital like medical college, dental college, nursing college, paramedical institute, pharmacy college, medical research centres, biotechnology college, colleges of alternative and indigenous medicine.
- c) Engineering and Technology - to establish, run and manage engineering college, polytechnic college, ITI college, IT college, and vocational training centres to help the poor to get employed.
- d) art and culture – to establish, run and maintain institution / colleges of fashion designing, fine arts, drama, library, language and literature, music and cultural centres.
- e) other objects of public utilites -
  - i. to establish, run and maintain martial art centre, gymnasium, community centre, library, athletes centre.
  - ii. to establish, construct, run and maintain mosques, musafirkhan, orphanage home and centres of public utility.
  - iii. to assist in any way to the victims of natural calamities such as famine, earthquake, flood, fire, pestilence etc.
  - iv. to give financial or other assistance in kind by way of distribution of books, clothes, uniforms or meals for the poor.
  - v. to arrange the marriage of poor girls.
  - vi. to establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide the education, food, clothes and other helps.
  - vii. to construct, repair and manage the cemeteries, burial grounds, funeral for unclaimed dead bodies
  - viii. To establish, run, support and grant aid or loan or other financial assistance to schools, colleges, libraries, reading rooms, universities, laboratories, research centre.
  - ix. To grant aid or render assistance to other public charitable trusts or institutions.



Ganesh Nam  
16/5/11

7. That the Trust Fund may be augmented by the income from the initial fund and also by donations and other contributions from time to time.
8. That the Trust Fund shall not be applied for any purpose other than those specified in Para 3 hereinabove.
9. ~~That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust.~~
10. That for the furtherance of the objects of the trust, the trustees shall have the following powers:
  - (a) To accept any donation, contribution, grant, loan or subscription in cash or in kind, from any persons(s), body of persons, bank or trust, with or without conditions.
  - (b) To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to any one or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.
  - (c) to convert the deal with the trust property and / or any investments for the time being.
  - (d) To invest the Trust Fund either in the purpose of mortgage of immovable property or in shares, stock or debentures or ~~other securities and investments, or in deposits with or~~ loans to any company, bank firm or any other person, and to alter, vary of transpose such investments, from time to time at the discretion of the trustees.
  - (e) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
  - (f) To sell, dispose of, alienate or otherwise deal with any property comprising the trust fund.
  - (g) To let out, demise any immovable property comprised in the trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
  - (h) To open account in the name of the Trust, Trustees and / or ~~Institutions run / conducted by the Trust~~ with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
  - (i) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
  - (j) To appoint constituted attorney or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.
  - (k) To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrators or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such

*Ganesh Man*  
16/5/11





manner and subject to such rules and regulations as the Trustees may prescribed and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.

- (l) To take properties or buildings on lease or rent for the objects of the trust.
- (m) To ~~start, abolish, discontinue and restart~~ any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- (n) To set apart and / or allocate the whole or a part of the income or the corpus of the trust Fund or part thereof for any of the objects of the Trust.
- (o) To join, co-operate or amalgamate this trust with other or other having kindred or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this trust.
- (p) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations or Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institutions, societies, Organization or Trustees to start maintain, or carry out such charitable objects.
- (q) To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or dispute, claim demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.
- (r) To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
- (s) To apply to the Government, Public bodies, urban, local municipal, district and other bodies, corporation, companies or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the trust and to discuss and negotiate with the Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.



Gurdeep Singh  
16/5/11

- (t) to take over or amalgamate with any other charitable trust, society, association, or institution with similar objects.
  - (u) To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust and to promote or carry on the affiliation or ~~amalgamation of such other Trust with this Trust.~~
  - (v) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be through expedient.
  - (w) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.
  - (x) To transfer and hand over the Trust to any other society, corporation, institution Trust or organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the society, corporation, institution, Trust or Organisation with the powers, provisions, agreements and modifications as may be necessary and consequent to such transfer the Trust Fund. The Trustees for the time being of these presents shall become discharged from the trust thereof relating to Trust Funds so transferred.
11. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept.
  12. The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.
  13. ~~The number of the Trustees shall not be less than THREE and more than seven.~~
  14. IF any trustee dies or retires or becomes incapable or unfit to act, his legal heir or nominated person will take his place as trustee.
  15. A resolution to remove any one of the founder trustees will never be moved in any circumstances unless the person concerned himself desires to leave the trust or appoint his nominee / successor/heir.
  16. Every Trustee will be at liberty to resign on giving on month's notice of this intention to do so.

Ganbar Alam  
16/5/11





17. The Trustees may from time to time frame rules for the conduct and regulations of the meeting of trustees. In the absence of such regulations.
  - (a) THREE Founder Trustees shall form a quorum for a meeting of the Trustees.
  - (b) All matters will be decided mutually by the Trustees.
  - (c) Resolution passed without quram any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of ~~two thirds~~ of the founder trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees. But the consent of the third trustee will be mandatory within one month otherwise he resolution will automatically became void null.
18. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorise the trustees to spend the income or corpus of the Trust for any purpose not authorised by these presents.
19. The accounting year of the Trust shall be the financial year ending on ~~31st march~~ every year.
20. The Trust and the Trust funds shall be irrevocable for all times.
21. Every trustees 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 and agent, and to remove such attorney and agent and reappoint other in his place.
22. It is expressly declared that no part of the Trust property or its income or any accretion thereto shall not be applied for any purpose outside India or for any purpose which is not a charitable purpose in law, and all provisions hereof shall be construed accordingly.
23. THE TENURE of the office bearers will be of two years duration by rotation as decided by the founder trustees mutually. However in special circumstances, the tenure may be shorter or longer.
24. THE MANAGEMENT COMMITTEE of every institution / centre/ schools/ colleges/other run under the trust will strictly act in accordance with the directions issued by he trust and in any circumstance the trust shall have full power and control over such management committees in any matter the trust can dissolve or reconstitute or suspend the management committees when it feels so.

Ganesh Alam  
16/5/11





## 25. POWER AND FUNCTION OF THE OFFICE BEARER.

### CHAIRMAN

The chairman shall preside at all meetings of the managing trustee and of the trustees. when he is present and shall exercise such other powers as are framed upon him by these rules. The chairman may call for an emergency meeting through chairman signed notice in a shorter period. The decision of the chairman shall be conclusive, unless such a decision is challenged. In case of challenge from the other founder trustees or the chairman's decision, the matter will be finally decided by the quram of the trust mutually.

- a) He shall be incharge of the office and shall be responsible to general body in all matters.
- b) He shall be convenor of all the meetings and without his signature on the notice of the meeting no meeting will be valid.
- c) He shall appoint, suspend, discharge the employees/staffs of the institutions / bodies running under the trust and fix the salary & make payment of the employees / staffs.

### SECRETARY

- a) He shall produce the accounts of the trust before Managing Trustee for approval
- b) He will produce the expenditure of the trustee before Managing Trustee for approval
- d) In the absence of chairman, the secretary will look after all powers conferred on chairman.

### TREASURER

- a) the treasurer will act under the direction of the trust.

any amount exceeding Rs. 1000/- which is not arequired for immediate use shall be paid into such bank or banks as may be approved pr by the trust. The treasurer shall ordinarily receive all payments and disburse the amount passed by the Chairman and shall maintain proper books of account.

### BANK OPERATION

The Bank accounts will be opened in the names of Chairman, Secretary and Treasurer jointly but the account may be operated by any two of the three office bearers.



Gandharu Alam  
16/5/11



In witness whereof the parties hereto have hereto seen and subscribed their.

Witnesses

1. Perveen Jahan.

Wife of Dr. Gauhar Alam

Signature of the Settlers.

Dargah Road, New Azimabad  
Colony, P.O. Mahendru  
Patna - 6

① Gauhar Alam  
16/5/11

2. Talal-Fatma

Signature of the Trustees

w/o Md. Shahid Nawaz.  
Mohalla-Khajoor Banna  
PO - Mahendru  
Dist - Patna

Md. Shahid Nawaz  
16/5/11

Mo. Elingsai  
16/5/11

Typed by

Deepak Kumar Keshri  
Collectorate, Patna

Drafted by

Jai Kishore  
Adv; Patna

16/05/2011  
RNB/3/96.





### Endorsement of Certificate of Admissibility

possible under Rule 5 : duly stamped ( or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 64. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act		Rs.	1000	Amt. paid by N.J. Stamp Paper -		Rs. 1000							
Addl. Stamp duty paid under Municipal Act		Rs.	0	Amt. paid through Bank Challan -		Rs. 2604							
Registration Fee				LLR + Process Fee		Service Charge							
FEE PAID	A1	2000	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	
	A8	0	D	0	H2	0	K1b	0	Li	0	Proc. Fee	0	300
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total-	0	
	A10	0	E	250	J1	0	K2	0	Na	54			
	B	0	H1a	0	J2	0	Li	0					
				TOTAL-		2304							
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. .						2604							
Date :		16/05/2011									Registering Officer Patna		

### Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 16th May 2011 by Gauhar Alam (Dr.) S/O-Mohd. Quddis Ansari by profession Others. Status -

Gauhar Alam  
16/5/11

Signature / L.T.I. of Presentant Date : 16/05/2011

Registering Officer  
Patna

### Endorsement under section 58

Execution is admitted by those executants and identified by the person ( identified by Perveen Jahan age .... Sex F son/daughter of W/O-Dr. Gauhar Alam resident of New Azimabad Colony, Patna. ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer  
Patna

Date : 16/05/2011

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 4 Volume No. 31 on page no. 421 - 431 for the year 2011 and stored in CD Volume No.CD-5 year 2011. The document no. is printed on the front Page of the document.

Date : 16/05/2011

Registering Officer  
Patna

Token No.17468 Year - 2011 Sl.No. 17044

SCORE Ver. 2.1

Deed No. 2370 NIC-Bihar

