

SCANNED
RETURNED

Book. B 08/2010

Page 126/2010

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AH 711637

G. MALLESHAM
STAMP VENDER

No. 27/1993, R No. 1/2008

ANDUR-501141

Sl No. 10988

Sold To... M.D. Taher Khwari

R/o D/o W/o... Kallim Ali Khwari R/O Tandur

For Whom... ALMAS EDUCATION & CHARITABLE TRUST

This indenture is made and executed at Tandur, Ranga Reddy District, by and between:

SETTLOR:

MOHAMMED TAHIR QURESHI S/o Mr. Mohammed Qasim Ali, aged 50 years, R/o H.NO. 2 - 1 - 51/27, Shahipur Road, Tandur R. R. District. A. P.

Hereinafter called the "SETTLOR" (Which expression shall unless excluded by or repugnant to the subject or context, be deemed to include his / her heirs, executors, administrators, assigns and representatives) of the ONE PART.

AND

TRUSTEES:

1. MOHAMMED ABDUL QAWI S/o Mr. Mohammed Abdul Wali, aged 52 years, R/o H.NO. 17-1-391/2/79/A, Saidabad Colony, Hyderabad. A. P.

2. IMTIYAZ MOHAMMED PATEL S/o Mr. Mohammed Wali Patel, aged 50 years, R/o H.NO. 1 - 123, Bhavaninagar, Shahipur, Tandur R. R. District. A. P.

3. MOHAMMED TAHIR QURESHI S/o Mr. Mohammed Qasim Ali, aged 50 years, R/o H.NO. 2 - 1 - 51/27, Shahipur Road, Tandur R. R. District. A. P.

Hereinafter jointly called the "TRUSTEES" (Which expression shall unless repugnant to the subject, context or meaning thereof, be deemed to include the his/her heirs, executors, administrators, assigns and representatives) of the OTHER PART.

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Taher



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

AH 711638

No. 10984
Sold To: T.D. Thaker Khorehi
B/o D/o W/o: Kasim Ali Khorehi R/O Tandur
... 2 ...

G. MALLESAM
STAMP VENDER
No. 27/1993, R No. 1/2008
TANDUR-50114

WHEREAS the SETTLOR is desirous of creating an endowment by setting apart and establishing a Trust Fund for advancement of education, establishment of Medical Aid Centres/Hospitals, Craft Training Centers, relief of poverty, advancement of any other object of general public utility, rehabilitation of persons effected by natural calamities etc. for the benefit of the poor and the under privileged strata of the society, irrespective of their Caste, Creed, Community or Sex.

The TRUSTEES at the request of the SETTLOR have agreed to act as the First TRUSTEES of these presents on the terms and provisions hereinafter contained, for administering the Trust Fund and Income thereof provided in these presents:

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. CREATION OF TRUST

In order to effectuate the objects of creating and establishing a welfare/charitable trust for the benefit of poor and deserving persons from the under privileged strata of the society and in consideration of these presents, the SETTLOR hereby delivered to and made over to the TRUSTEES a sum of Rs. 10,000-00 (Rupees Ten Thousand only) with an intention to part with all his right, title, claims therein and vest the same in the TRUSTEES for the time being representing the same.

2. TRUST FUND :

The said sum of Rs. 10,000-00 (Rupees Ten Thousand Only) now made over by the SETTLOR shall form the "Trust Fund" of the Trust for the present.

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10985 14610 1001
Sold To..... P.D. Thaker Khurahi
A/O D/O W/O..... Kasim Ali Khurahi R.O. Tandur

G. MALLEPATTI
STAMP VENDER
No. 27/1993, R No. 1/2008
TANDUR-50114

3 TRUST PROPERTY :

The TRUSTEES shall hold, stand possessed of the said Trust Fund together with all additions and accretions thereto and all accumulated income, donations, subscriptions made by any other person or association to the said Fund and all other properties that may be gifted, bequeathed or acquired in future or contributions or donations from individuals, firms, companies, philanthropists or associations or otherwise which hereafter for the sake of brevity, shall be referred to as the "Trust Property" for the charitable objects, educational and medical purposes and uses hereinafter expressed, subject to the powers, provisions, agreements, declarations hereinafter contained concerning the same;

4. NAME OF THE TRUST :

The name of the Trust established under these presents shall be known as " ALMAS EDUCATION AND CHARITABLE TRUST".

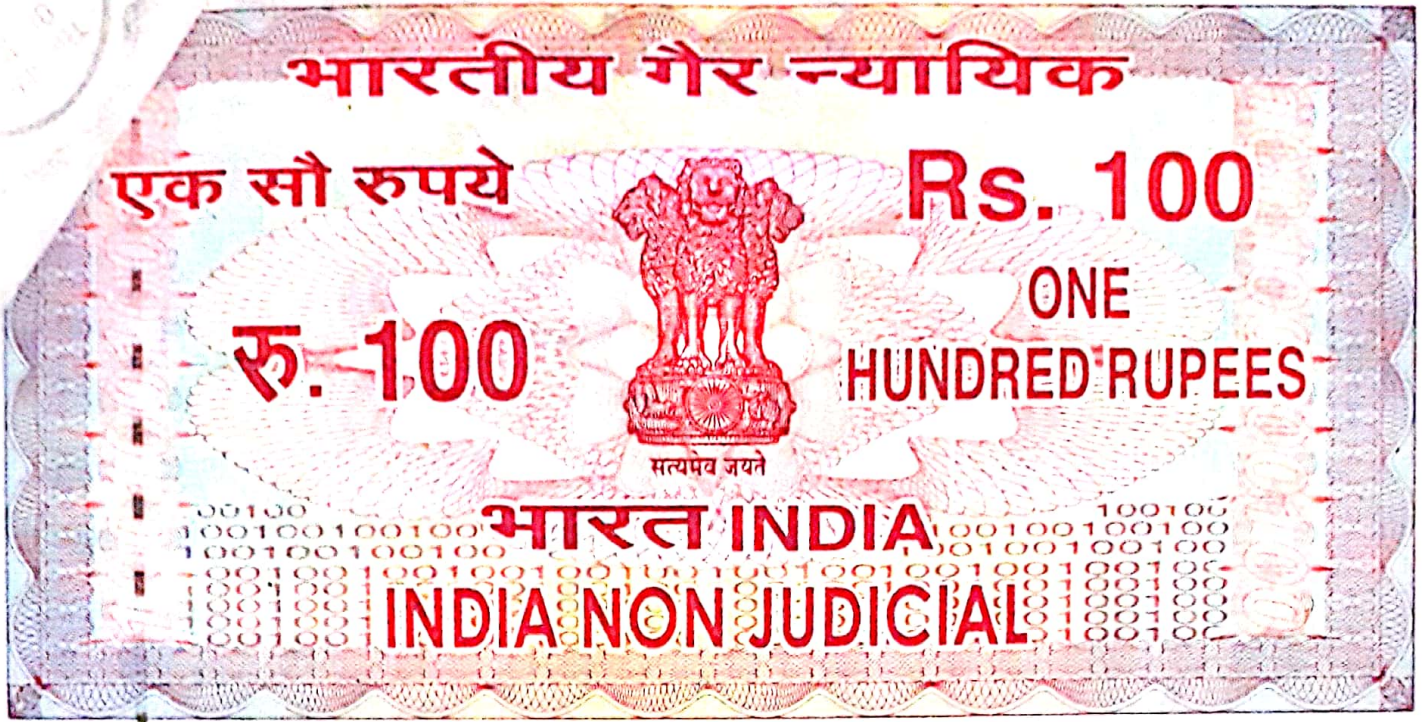
5 LOCATION :

The office of the above said Trust for the present shall be at H.No. 2-1-51/27, Shahipur Road, Tandur which may be shifted or moved from time to time to such other place or places as the TRUSTEES may decide, deem fit and proper in their discretion, for the purpose of effectively discharging their duties and obligations;

6 BOOKS & RECORDS :

All the documents, files, registers, account books, correspondence, bills, vouchers, etc shall always be kept at the place of the registered office for the present and at the place to where it is shifted as the case may be;

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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AH 711640

No. 10986 Date: 14/6/10 Rs. 100/-
Sold To: T.D. Thaker, Khawehi
B/o D/o W/o: Kasim Ali Khawehi R/O Tandur
... 4 ...

G. MALLESHAM
STAMP VENDER
No. 27/1993, R No. 1/2008
TANDUR-50114

7. OBJECTS OF THE TRUST :

a) To establish, run and manage Schools, Medical aid Centres, Craft / Vocational Training Centres, Junior colleges, residential schools, hostels, graduate and post graduate colleges, medical and engineering, dental and physical education colleges, I.T.I's, hospitals, ambulance services, pathological labs, computer training institutes for the benefit of the poor and needy from the under privileged strata of the society, irrespective of their Caste, Creed, Community or Sex.

b) To provide, promote, advance and encourage and/or aid in helping, promoting, education, health care by rendering financial or monetary assistance to poor and needy, conducting marriages, health camps etc., providing aid to other charitable societies and trust or receiving aid from them, irrespective of Caste, Creed, Sex or Community they belong.

c) To render financial assistance to the needy as the TUSTEES deem fit and proper.

d) To accept by way of gift, donations etc., any movable or immovable property from any individual or association, organisation, government or social service agencies, philanthropists etc., including liquid cash or securities.

e) To purchase from out of the Trust Funds any movable and/or immovable property for the purpose of fulfilling all or any of the objects for which the Trust is created.

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T. D. Thaker

8 BOARD OF TRUSTEES :

a) There shall be a Board of TRUSTEES and the number of TRUSTEES shall at no time be less than 3 or more than 9. The TRUSTEES constituted under these presents shall be Life TRUSTEES and hold their office till their life or till they resign or removed, as the case may be.

b) There shall be Chairman of the Trust. The Chairman shall be nominated by the Board of TRUSTEES. The Chairman of the trust may or may not be a TRUSTEE of the Trust. His services shall be honorary. The term of the Chairman will be for a period of one year and can be renominated by the Board of TRUSTEES. If a TRUSTEE is nominated as the Chairman, the Board of TRUSTEES will have the authority to nominate him as Chairman for life, if in their opinion such person is competent and has a flair for social work and who can work wholeheartedly for achieving the objects of the Trust.

c) There shall be a Managing TRUSTEE of the Trust. The Managing TRUSTEE shall be nominated by the Board of TRUSTEES. The Managing TRUSTEE shall be a TRUSTEE of the Trust. The term of the Managing TRUSTEE will be for a period of one year and can be re-nominated by the Board of TRUSTEES for such term or terms as they deem fit.

d) The Managing TRUSTEE

i) shall keep under his control and custody all books of accounts, documents and records of the Trust.

ii) shall represent the Trust and may sue or be sued in the name of the Trust.

iii) shall carry out sincerely such responsibilities as may be delegated to him by the Board of TRUSTEES from time to time.

e) The Board of TRUSTEES will have the authority to remove the Chairman and any of the TRUSTEES(s) on passing a resolution, with 2/3 rds majority of the Board of TRUSTEES. Such Power of removal can be exercised, if in the opinion of the 2/3 rds majority of the Board of TRUSTEES, such Chairman/TRUSTEES acts in a manner which is detrimental to the objects of the Trust or have been charged for moral turpitude or is declared insolvent.

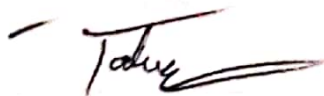
f) If any of TRUSTEES shall cease to be TRUSTEES by virtue of his death or resignation or a resolution passed by Board or otherwise declared by competent Court as incompetent to hold any such office, the remaining TRUSTEES shall nominate another TRUSTEES in his place from out of the following persons in that order :

i) Any person with brilliant academic qualifications and administrative experience having flair for social work and involved in the sphere of upliftment of education;

ii) Any prominent social worker involved in the activities of social work and upliftment of down-trodden who is interested to give his/her time to fulfill the objects of these presents.

iii) In the absence of any suitable person from each of the above categories in that order, the Board of TRUSTEES shall be entitled to select any other person of their choice taking particular care to see that the person so selected would fit into the scheme of the Trust and who fulfill the objects of this trust.

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9 MEETINGS OF THE TRUST :

The TRUSTEES shall meet atleast once in three months or whenever the Chairman call for such a meeting.

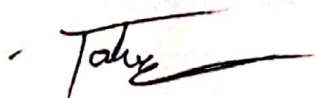
10. QUORUM & DECISIONS :

If the Board of TRUSTEES are 3, the quorum for the meeting shall be 2. All the matters shall be decided by the majority vote and in case of tie, the Chairman of the meeting shall have a casting vote.

11. POWER & DUTIES OF BOARD OF TRUSTEES :

The services of TRUSTEES shall be honorary and none of them shall be entitled to any remuneration from out of the Trust Fund or Property. The TRUSTEES from time to time, after meeting the expenses incidental to the management of the Trust property, decide the particular objects(s) for which the income or corpus of the Trust Fund or properties for the time being available shall be applied; The Trust may accept any donation or contribution in cash or kind from any person, firm, company, corporation, association or institution or Trust for the furtherance of the Trust or for any one or more of them, upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the Trust;

- a) To spend any portion of the corpus or income of the Trust Fund for purchasing any immovable property or for construction of building and in the name of Trust for the purpose of carrying out, promoting or encouraging or any or all of the objects of the Trust;
- b) The TRUSTEES may pay all charges, outgoings, payable in respect of any immovable property for the time being forming part of Trust Fund and shall carry out constructions, repairs, required to be done to the same and may keep the same insured against loss or damage by fire or otherwise and may meet all the costs charges and expenses incidental to the administration and management of the Trust's Estate and properties for the time being belonging to the Trust as they may be in their absolute discretion think fit;
- c) The TRUSTEES shall have full power to compromise or compound all actions, suites and other proceedings and settle differences and disputes touching the Trust Estate or Trust Properties;
- d) The TRUSTEES, from time to time may frame schemes, rules and regulations to carry out the objects of the Trust for managing the affairs of the Trust and shall also have the power to vary the same;
- e) The Board of TRUSTEES shall have power to appoint new or additional TRUSTEES, as the case may be, in accordance with the intentions of the SETTLOR so as not to exceed the maximum number and filling up any vacancy in the office of the TRUSTEES shall vest in the continuing TRUSTEES;
- f) To delegate to the Managing TRUSTEES, all or any of the powers, authorities and directions vested in the Board of TRUSTEES and generally to carry out such transactions as the Board of TRUSTEES considers expedient in the best interest of the Trust and to make all such arrangement and such acts and things on behalf of the Trust as may be usually necessary, desirable or expedient in the management of the affairs of the Trust or in carrying out the objectives of the Trust;
- g) Board of TRUSTEES shall be entitled to sue in the name of Trust and may similarly be sued in the name of Trust; and in all such cases, the Managing TRUSTEES or his nominee shall represent the Trust;



h) The services of the TRUSTEES shall be voluntary and without any remuneration;

i) The TRUSTEES may raise funds for the objects of the trust by any legal and legitimate means. The Trust shall be liable to commit and carry out the desires and intentions of the donor subscribers in respect of scholarships to be granted in their names or nominees' name to commit and carry out legally in writing that the amount so donated by them shall be used for the specific purpose for which it was provided for;

12. BANK ACCOUNT :

The TRUSTEES shall be entitled from time to time to maintain a Bank account in the name of Trust. Such amount shall be operated by any one of the TRUSTEES. The Board of TRUSTEES will have the power to nominate any other TRUSTEES to operate the Bank account of the Trust alongwith the Managing TRUSTEES.

13. INVESTMENT OF THE FUND :

Subject to provisions hereinabove mentioned, the Board of TRUSTEES shall be entitled to invest the Trust Fund or any portion thereof in (i.e.) bonds, shares funds any securities or modes of investment to the best advantage of the Trust, with the power from time to time at their discretion to vary or withdraw the investment or Government securities and in such approved securities as set out in the Income Tax act ;

14. AUDIT OF ACCOUNTS :

The accounts of the Trust shall be audited every year by a Chartered Accountant named by the Board of TRUSTEES at their First meeting of the year.

15. ACCOUNTING YEAR :

Accounting year of the Trust shall be from April to March in the normal course but for the first time the accounts shall be closed from the date of this Deed to the end of March, 2011.

16. ALTERATIONS AND AMENDMENTS :

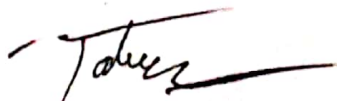
The TRUSTEES shall not be entitled to make any alterations or amendments to the Deed of Trust, except with prior consent in writing of the Jurisdictional Commissioner of Income Tax.

17. TRUST IRREVOCABLE :

The Trust hereby constituted shall be irrevocable and no part of the Trust Fund shall be in any circumstances whatsoever paid or lent to be or applied for benefit of the SETTLOR;

18. WINDING UP :

If the Trust fails or is held to be invalid for any reason there shall not be any resulting Trust in favour of the SETTLOR and the entire property, fund and assets of the Trust that may remain after full satisfaction of the liabilities of the Trust, shall be transferred, paid or handed over to some other Trust or institution with similar or substantially similar aims and objectives.



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