

3659/16

V-53

भारतीय और न्यायिक
एक सौ रुपये

Rs. 100

₹. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 977732

305/78 of 16
12/8/16
Certified that the Endorsement
Sheets and the Signature Sheet's
attached to this documents
are part of this Document.

Distt: 1 Sub: Rayhat
Burdwan

Signature
Moulvi Mohammad Afzal

Ami hichamay

"MOULVI YASIN EDUCATIONAL TRUST" or "MYET"

DEED OF TRUST

Valued at Rs.50,000/-

THIS DEED OF TRUST is made on this the 17th day of
August, 2016 BY & BETWEEN:-

22

Yasmin Taha
Yasmin Taha

Syed Mohammad Azhar

Amir Mohammad

(1) **YASMIN TAHA** (PAN : UDUPT8278N) daughter of Late Nazir Ahmed, aged about 52 years, and (2) **SYED MOHAMMAD AZHAR** (PAN : AKEPA9394B) son of Late Syed Mohammad Taha, aged about 26 years, citizens of India, by faith Muslim, by occupation Educationist, residents of Hill View Park (North), P.O. Asansol - 713304, P.S. Asansol(South), Dist. Burdwan, West Bengal, hereinafter jointly called and referred to as the FOUNDER TRUSTEE (which expression shall unless be repugnant to the subject or context, be deemed to include their respective successors-in-office, assignees, nominees or legal representatives).

AND

AMIR MOHAMMAD son of Late Yasin Mohammad, Citizen of India, by faith Muslim, by occupation Business, resident of Babutalab, Railpar, Asansol-713302, Police Station Asansol (North), Dist. Burdwan, West Bengal, hereinafter called and referred to as the TRUSTEE (which expression shall unless excluded by or repugnant to the context, be deemed to include the TRUSTEE for the time being of these presents. and/or survivor or survivors of any of him and/or his successors in office) of the OTHER PART.

WHEREAS

AND WHEREAS the Founder Trustees for the purpose of this "Trust" delivers an amount of Rs.50,000/- (Rupees fifty thousand) only in the hands of Trustees which shall be treated as "Trust Fund" and requisite non judicial paper is given herewith.

AND WHEREAS the trust has/had no other movable/immovable property except the said sum of Rs.50,000/- (Rupees fifty thousand) only on this date of registration for purposes as hereinafter repressed.

AND WHEREAS, the Trustee has/had at the request of the Founder Trustees agreed to act as Trustee upon the terms and provisions hereinafter contained.

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:-

1. NAME : The name of the trust would be "MOULVI YASIN EDUCATIONAL TRUST" or "MYET" in short form.

2. REGISTERED OFFICE :-

The registered office of the Trust shall stand at "Moulvi Yasin Educational Trust", Ground Floor Office, City Montessori School, Hill View Park (North), Asansol, Dist. Burdwan, W.B., Pin - 713304 which may be shifted or transferred to other places as such time requires.

3. The creator of the Trust means as Founders who desired to create the Trust and Constituted the board of the Trustees. The creator shall be called the FOUNDER TRUSTEE.

4. BOARD OF TRUSTEES/COMMITTEE MEMBERS & ITS MEMBERSHIP.

The management and control of all the present and future Trust and Trust property shall vest in the Board of Trustees/Committee members.

5. The following shall be members of the first Board of Trustees:-

a) The Founder Trustee No.1 shall hold the office of the President.

Ami Mohammad
Syed Mohammad Afzal
Ami Mohammad

b) The Founder Trustee No.2 shall hold the office of the Secretary.

c) The First Trustee shall hold the office of the Treasurer.

6. The Board of Trustees shall consist of not less than three or more than seven members subject to decision taken by the Governing Body in a meeting.

7. The Board of Trustee may admit to membership any person of any caste, sex, creed or race, who has attained the age of 18 years and who has agreed in writing to be bound by the rules and regulations of the Trust and who works towards the advancement of the objective e of the trust.

8. The aforesaid members will not be entitled to claim any benefit directly or indirectly from the movable or immovable property of the Trust as their own property and the legal heirs and successors of aforesaid members shall not have or be entitled to claim inheritable rights in future over the same or the properties to be purchased in future by the aforesaid Trust and/or Trust Committee.

9. THE RULES, AIMS AND OBJECTIVE OF THE TRUST.

i. To promote, establish, maintain and support educational institution/s under the curriculum of ICSE/CBSE/West Bengal Boards, for imparting education on Nursery, Primary, Higher Education, Secondary, Senior Secondary including Technical education, Management Research, Hotel Management, Pharmacy, Arts, Commerce, Science, Medical College, Social Welfare and also to set up professional educational institution and Teachers Training College for imparting PGBAT, B.ED and M.ED for the Citizens of India irrespective of their religion, sex, caste, Creed or race.

~~Take care~~
~~Sign in~~
~~2015~~
Sayed Mohammad Afzal
Panin Mechanical

- ii. The Trust will ensure that the school gets proper land, building equipment, furniture and qualified staff as per norms of the respective Boards.
- iii. The Trust will shall ensure that the school is run as a community service and not as a business and that commercialization does not take place in the school in any shape whatsoever.
- iv. The Trust will ensure that the school/institution has the basic essential facilities such as latest Laboratory equipment, equipment for games and sports and other co-curricular activities, including adequate numbers of Computers along with a well stocked Library consisting or including latest journals, newspapers etc.
- v. That the Trust will ensure that the funds accruing from the school are spent for the benefit of the school, its expansion and development.
- vi. To create a healthy and dynamic school education to cause excellence in every sphere of human effort empowering the future citizens to become global leader in the emerging knowledge society by committing itself to provide quality education to promote intellectual, social and cultural excellence among it's pupils.
- vii. To promote all round development and create awareness among its students of the cultural heritage, customs, socials values and traditions of our country and its unique unity in diversity necessary for healthy life and social aptitude, particularly for the younger generation that will develop competent, confident and enterprising citizens who will promote harmony and peace.
- viii. To promote Girl education.

Galaxy
2018-19
Syed Mohammad Afzal
Amin Mohamed

ix. To hold, arrange and organize meetings within reasonable periods with the Parents/Guardians for continuous and comprehensive evaluation of their children.

x. To hold, arrange and organize meeting, lectures, seminar, awards etc., on social issues.

xi. The Trust will ensure that the funds accruing from the institution are spent for the benefit of the school/ institution and for its expansion.

xii. The Trust will safeguard the autonomy of the Principal and provide him total support except when the Principal goes against the established and clear directives laid down by the management.

xiii. The Trust will have control over the school management committee and shall approve the budget/tuition fees and annual charges etc., for the school.

xiv. It shall have control over any capital expenditure i.e. on land and the construction of proposed building, kits expansion and procurement of major equipments for the school to achieve the objective of the trust.

xv. The Trust will generate funds for the needs of the school/institution whether it is recurring or non-recurring.

xvi. The Trust will have the powers to constitute Selection Committee/ Departmental Promotion Committees for various categories of staff.

xvii. The Trust will have to lay down conditions of service as per norms of CBSE/ State Government and to approve promotion/ appointment/ termination of its employees as well as to grant special increments or rewards to the staff.

Mir Mohammad Afzal
Mir Mohammad Afzal

xviii. The Trust will ensure that the school is running as per the provisions of the Education Act/ affiliation by laws of the CBSE and shall be committed to provide quality education to the children and for this shall take necessary steps as per its needs.

xix. The Trust will accept Gift/Donations either in cash or in kind, aids bequests, legacies, properties (movable or immovable) or any remittance, which may be made by any institutions, government or semi - government organizations, NGO'S, persons or member of public (including that from the Found or the Trustees or any of them) within India or from outside of India, who is/are sympathetic towards Aims and Objectives of the Trust, Remittances from outside India shall be as per norms laid down by the Reserve Bank of India.

xx. The Trust may purchase or accept gifts, or sale out, take or let on lease, rent or license any land or building for the benefit and objective of the Trust.

xxi. The Trust is also entitled to take loan with or without interest from any Bank whether Private or Government or Semi Government, any society, NGO etc., in case such necessities arises, as per its needs and requirements.

xxii. Properties movable and immovable which may be acquired by the trust or income and profits from the activities of the trust including surplus if any, shall be deemed to be a part of the Trust property.

xxiii. That the Trustees of the Trust will not be entitled to receive any kind of Income or profit, directly or indirectly from the Trust.

xxiv. The Trust will ensure that the School Authority shall provide retirement benefits to its teaching and non-teaching staffs as per death cum retirement benefit schemes.

~~Pravin Mehanalip
Sifat Mehmood Agarwal
Pravin Mehanalip~~

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Xxv. The Trust will constitute a School Managing Committee as stipulated in Section 21 (1) of RTE Act, 2009 and as per provisions of Section 20 (1), (2) (3) and 21 of Affiliation Bye Laws of the C.B.S.E. Board and its shall remain amendable subject to change in RTE Act, 2009 and/or the Affiliation Bye Laws of the C.B.S.E.

xxvi. The Trust will ensure that the funds raised by the School Authority, including the fees collected and earned income by any other source shall knot be utilized for any other purposes other than the welfare of the school and the benefit of education of its students and the teaching or non-teaching staffs of the school.

xxvii. The Trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust properties and of the Trust, decide the particular object or objects for which the income or corpus of the Trust Fund or properties for the time being available shall be applied.

xxviii. That initially one educational institute shall be formed under the Trust in the name of and style of City Montessori School.

xxix. That the Trust will apply for N.O.C. of the said City Montessori School from the appropriate authority of the West Bengal Government.

xxx. That the Trust will apply for and obtain affiliation for the said City Montessori School from the C.B.S.E. Board for Middle Class, Secondary and Senior Secondary Levels.

xxxi. That the Trust shall deal with the Educational and Social Service and in this regard the Trust shall comply with all the rules and regulations framed by the Affiliating or Approval Authority such as University, Educational Council, Board or any other appropriate authority of the Government.

Dr. Farman Farhan

Syed Mohammad Aslam

Amir Mohan Ali

xxxii. The Accounts of the Trust shall be audited, every year by a Chartered Accountant or a firm of Chartered Accountants who will be appointed by the Board.

xxxiii. The financial years of the Trust shall end on 31st March every year provided that the board of trustees shall be at liberty to change the same from time to time if they so deem fit and proper. The first financial year of the Trust shall close on 31st March, 2017.

xxxiv. That the change in any Objective, Aims and Rules of this Trust can be brought through a resolution passed by majority of the Trustee in a meeting.

10. RULES AND REGULATIONS:-

- i. That the Trustee will appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Faculties and other employees for the purpose of management of the Trust.
- ii. That the present number of Trustee can be changed subject to decision to be taken by the majority of Trustee in a meeting.
- iii. That the Trustees carry out Confirmation, Promotion, Transfer, Extension of Service and taking disciplinary action against employees.
- iv. To arrange for and/or authorize the signing or execution of any agreement, contract document or any other paper or writing required to be signed or executed on behalf of the MYET and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by the Trustees.
- v. The Trust shall maintain a register of members, containing their names, address and their occupation, the date of admission and cessation of membership. The register will be

H. M. Tals
Syed Mohammad Aslam
Fazil, Mohamad

kept open for the inspection of the members of the Trust on requisition. All entries will be required to be made therein shall be entered within a period of 30 (thirty) days.

vi. The funds and the income of the Trust shall be solely utilized for the achievement of the objective of the Trust and no portion of the same shall be utilized for payment to the Trustee members by way of profit, interest or dividends etc.

11. MEETING:-

i. A meeting of Governing Body shall be held at least once in a year at such place date and time, as the President or the Secretary may determine. Any member of the Governing Body may requisite the meeting and the Secretary shall summon the same within 7 (seven) days and failing which the President on the requisition may do so, no business other than specified in the notice shall be such meeting.

ii. The President or in his absent the Vice-President shall preside over all meeting of the Governing Body and in their absence, members present shall elect a Chairman of the meeting. All questions before the meeting will be decided by a simple majority of votes, each members having one vote. The Secretary shall have a second or casting vote in addition to his own in case of equality of vote.

iii. That the Trustee who is unable to be present at a meeting of the TRUSTEE may send his views on the AGENDA on writing and such expression shall be taken to be his vote on the matter concerned.

iv. That the minutes of the proceeding of every meeting of the TRUSTEES shall be entered in a register to be kept for the purpose and signed by the Trustees of such meeting or of the following meeting when they are read over and shall when so entered and signed by conclusive evidence of the matter transferred at such meeting.

H. Khan

Syed Mohammad Afzal

Fazil M. Khan and

12. VOTING:-

- i. All members arising for disposal shall be decided by a majority of the Board of Trustees present at the meeting. The secretary shall have a casting vote in the event of equality for votes, in addition to his/her own.
- ii. Normal matters of routine nature may be decided by circulating the papers to all members of the Board of Trust and obtaining the decision through mails.
- iii. Voting of the Board of Trustees may be made at a meeting or by circulation of papers to them. Normal matters of routine nature may be circulated and decision obtained. The important matters are to be decided at the meeting. All matters arising for disposal shall be decided by a majority of the Board of Trustees present at the meeting. The Secretary of the Board of Trustees shall have a casting vote in the event of in-equality of votes, in addition to his own.

13. NOTICE & QUORUM:-

- i. Seven days notice of the meeting specifying the place, time and the general nature of business to be transacted shall be given to every members of the Governing Body, emergency meeting may be called on 24 hours notice.
- ii. That the 2/3 members of the Trust personally present shall constitute a quorum for the meeting and if a quorum is not present within 30 (thirty) minutes of the time members present shall adjourn the meeting.

14. DURATION & CESSATION OF MEMBERSHIP:-

- i. The Founder Trustees shall hold the office for a period of life time and can not be removed by any reason whatsoever.

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B

Syed Mohammad Afzal

Jinni Mchael

ii. The remaining Trustee/s so co-opted shall hold the office for a period of 5 (five) years from the respective date of their becoming Trustee and shall thereafter retire.

iii. It be noted that the power to admit members is the sole and absolute power of the Governing Body and the Governing Body may refuse to admit any person as a member without assigning any reason thereof.

15. That a person shall cease to be Trustee in any of the following events:-

- a) If he, unfortunately dies.
- b) If he became insane or otherwise become incapable to act,
- c) If he resigns,
- d) On his/her conviction of any offence by the Court of Law.
- e) On wrongful involvement in connection with the formation, management or conduct of affairs of the Trust or a Body of Corporate or any offence involving moral turpitude.
- f) Removed through a resolution passed by majority of the Trustee in case of working against the Rules and Objective of the Trust.
- g) That in case of death of a Trustee, his/her authorized representatives person shall be placed in his/her position after taking resolution by the Trustee with $\frac{2}{3}$ majority.

16. In case of dissolution of Trust the assets should only be transferred to a similar trust with similar aims and objective and not to any individual.

IN WITNESSES WHEREOF the FOUNDER TRUSTEES and the TRUSTEE have execute these presents on the day, month and year above mentioned in the presence of the following witnesses.

Witnesses:

1. Md Shukurbuddin
St. No. Kamanuddin
of Upper Chelidanda
Asansol Dist. Burdwan
Pin - 713304

Syed Mohammad Agher

Signature of the FOUNDER TRUSTEE

2.

Azadul Amin
Deed Writer
Asansol
Burdwan

Domin Mohamed
Signature of the TRUSTEES

Drafted and prepared by
me as per instructions of
the parties and read over
and explained the contents
of this deed before the
parties in vernacular and
printed in my office:

Azadul Amin
Deed Writer
A.D.S.R. Office: Asansol
License No.37

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

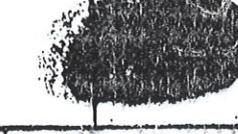
Syed Mohammad Aghar

Syed Mohammad Aghar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Jasmin Patel

Jasmin Patel

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Amiyy Mohamed

Amiyy Mohamed

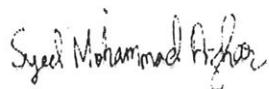
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

PHOTO

Major Information of the Deed

Deed No :	IV-0201-00053/2016	Date of Registration	8/17/2016 12:19:19 PM
Deed No / Year	0201-1000305780/2016	Office where deed is registered	
Deed Date	11/08/2016 2:46:11 PM	D.S.R. - I BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	Abdul Aziz Asansol, Thana : Asansol (S), District : Burdwan, WEST BENGAL, PIN - 713304, Mobile No. : 9732054462, Status : Deed Writer		
Transaction	Additional Transaction		
[4323] Other than Immovable Property, Settlement for religious or charitable purpose	[4302] Other than Immovable Property, Deed of Trust [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 50,000/-			
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 2,100/- (Article:58A(c))	Rs. 546/- (Article:A(1), E)		
Remarks			

Donor of Settlement Details :

SI No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	YASMIN TAHA Daughter of Late NAZIR AHMED Executed by: Self, Date of Execution: 17/08/2016 Admitted by: Self, Date of Admission: 17/08/2016, Place : Office	 <small>17/08/2016</small>	 <small>LTI</small> <small>17/08/2016</small>	 <small>17/08/2016</small>
HILL VIEW PARK NORTH , ASANSOL, P.O:- ASANSOL, P.S:- Asansol (S), Asansol, District:- Burdwan, West Bengal, India, PIN - 713304 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. UDUPT8278N, Status :Individual				
2	SYED MOHAMMAD AZHAR Son of Late SYED MOHAMMAD TAHA Executed by: Self, Date of Execution: 17/08/2016 Admitted by: Self, Date of Admission: 17/08/2016, Place : Office	 <small>17/08/2016</small>	 <small>LTI</small> <small>17/08/2016</small>	 <small>17/08/2016</small>
HILL VIEW PARK NORTH , ASANSOL, P.O:- ASANSOL, P.S:- Asansol (S), Asansol, District:- Burdwan, West Bengal, India, PIN - 713304 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AKEPA9394B, Status :Individual				

of Settlement Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
AMIR MOHAMMAD Son of Late YASIN MOHAMMAD Executed by: Self, Date of Execution: 17/08/2016 Admitted by: Self, Date of Admission: 17/08/2016 ,Place : Office			<i>Amir Mohammad</i>
	17/08/2016	LTI 17/08/2016	17/08/2016
Son of Late YASIN MOHAMMAD Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status :Individual			

Identifier Details :

Name & address	
Md. Sahabuddin Son of Md. Kamanuddin Upper Chelidanga , O K B Raj Lane , Asansol, P.O:- Asansol, P.S:- Asansol (S), Asansol, District:-Burdwan, West Bengal, India, PIN - 713304, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , Identifier Of YASMIN TAHA, SYED MOHAMMAD AZHAR, AMIR MOHAMMAD	17/08/2016
<i>Md. Sahabuddin</i>	

Endorsement For Deed Number : IV - 020100053 / 2016

On 17-08-2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 58A(c) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:12 hrs on 17-08-2016, at the Office of the D.S.R. - I BURDWAN by YASMIN TAHA , one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 17/08/2016 by 1. YASMIN TAHA, Daughter of Late NAZIR AHMED, HILL VIEW PARK NORTH , ASANSOL, P.O: ASANSOL, Thana: Asansol (S), , City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713304, by caste Muslim, by Profession Business, 2. SYED MOHAMMAD AZHAR, Son of Late SYED MOHAMMAD TAHA, HILL VIEW PARK NORTH , ASANSOL, P.O: ASANSOL, Thana: Asansol (S), , City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713304, by caste Muslim, by Profession Business, 3. AMIR MOHAMMAD, Son of Late YASIN MOHAMMAD, BABUTALAB , RAILPAR , ASANSOL, P.O: ASANSOL, Thana: Asansol (S), , City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713304, by caste Muslim, by Profession Business

by Md. Sahabuddin, Son of Md. Kamanuddin, Upper Chelidanga , O K B Raj Lane , Asansol, P.O: Asansol, Asansol (S), , City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713304, By caste Muslim, By Business

Amount of Fees

Certified that required Registration Fees payable for this document is Rs 546/- (A(1) = Rs 539/-, E = Rs 7/-) and Registration Fees paid by Cash Rs 546/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 2,025/- and Stamp Duty paid by Draft Rs 2,000/-, by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1020, Amount: Rs.100/-, Date of Purchase: 10/08/2016, Vendor name: Jay Prakash Show

Description of Draft

1. Draft(8554) No: 089408000429, Date: 16/08/2016, Amount: Rs.2,000/-, Bank: STATE BANK OF INDIA (SBI), ASANSOL

Gautam Ghosh
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I BURDWAN
Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.
Entered in Book - IV
Volume number 0201-2016, Page from 724 to 744
Registration No 020100053 for the year 2016.



Digitally signed by GAUTAM GHOSH
Date: 2016.08.17 14:34:41 +05:30
Reason: Digital Signing of Deed.

(Gautam Ghosh) 8/17/2016 2:34:40 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I BURDWAN
West Bengal.

(This document is digitally signed.)