

INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-JK93248005571765W

26-Apr-2024 09:09 PM

20-Apr-2024 09:09 FM

NEWIMPACC (SV)/jk12586904/MAJALTA/JK-UP

: SUBIN-JKJK1258690476005182027129W

: Rehm Din

: Article 56 Trust-declaration or revocation

: Trust Deed

0

(Zero)

: Rehm Din

1 Bashiran Bibi 2 Mashoor Hussain 3 Saber Hussain

Rehm Din

500

(Five Hundred only)

Alin Sa Van

Manager
Ayesha International School

Please write or type below this line



THIS INDENTURE OF TRUST executed on 27th day of April, 2024 at Udhampur by:-

Rehm Din S/o Mohd Jussee R/o Village Sundla Tehsil Majalta District Udhampur (hereinafter referred to as the AUTHOR/FOUNDER which term wherever

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Statutory Alert:

- 1. The authenticity of this Stamp certificate should be verified at 'www.shorest and or using e-Stamp Mobile App of Stock Holding.
 Any discrepancy in the details on this Certificate and as available on the separate Mobile App renders it invalid.
- The anus of chacking the legitimacy is on the users of the certificate,
 In case of any discrepancy please inform the Competent Authority

- (m) Every power, authority or discretion conferred upon trustees shall be exercised or signified either by some instrument in writing to be signed by all the trustees or such of them as may be present or by the resolution of the trustees or such of them as may be present there and vote at any meeting of the trustees.
- (n) In case of difference of opinion arising among the trustees and in all matters wherein the trustees Shall have a discretionary power the opinion of the majority of the trustees present and voting shall prevail and be binding on the majority as well as on those trustees who may not have voted and if the trustees shall be equally divided in opinion the matter shall be decided according to the casting vote of the President.
- (o) The meeting of the Board of Trustees shall be held at least once a year but any number of other meetings may be held as and when considered necessary.
- (p) The trustees shall keep a minute book. All the proceedings of the meeting of the Board of Trustees shall be entered in the minute book and shall be signed by the Chairman of the meeting either at the conclusion thereof or at the next meeting.
- (q) The trustees are authorized to associate prominent persons and social workers for the efficient working of the Trust. These members shall be known as "Associate Members" and shall have no right to vote. The trustees will invest the surplus fund in their hands in such securities as they deem fit(s)To do all other acts and things as may be necessary or conducive to the attainment of the above objects.

(6) Accounts:

- (a) Proper and regular books of account and records of all the receipts and expenditure shall be maintained by the trustees.
- (b) On 31" March every year a general account of all the assets and liabilities of the Trust shall be taken and an income and expenditure account and a balance sheet shall be prepared and passed by the trustees. A Chartered Accountant appointed by the Board of Trustees for the purpose shall audit the accounts of the Trust.
- (c) In case of death, inability, resignation or refusal on the part of any trustee to act as such the remaining trustees shall be entitled to nominate any other person as they may think fit and proper to act as trustee in place of the trustee so refusing to act or being unable to act. The trustee so appointed shall have the same rights and powers as if he was originally appointed as the trustee under these presents.

(7) If any of the trustees becomes bankrupt, insolvent or found guilty by court of an offence involving moral turpitude or remains absent from India for a period of six months or resigns from his post, the remaining trustees will be entitled to appoint his substitute.

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the context so requires or admits shall mean and include his successors, executors, administrators and assigns of ONE PART

IN FAVOR OF

- 1. Bashiran Bibi W/o Rehm Din R/o Village Sundla Tehsil Majalta District Udhampur Designated as the President of the Trust
- 2. Mashoor Hussain S/o Juman R/o Village Babey Tehsil Majalta District Udhampur Designated as the General Secretary of the Trust
- 3. Saber Hussain S/o Mohd Ashraf R/o Village Sundla Tehsil Majalta District Udhampur Designated as the Treasurer cum Legal Advisor of the Trust " (Hereinafter called the TRUSTEES of the other PART

WHEREAS THE Author of the Trust is desirous of carrying an educational & charitable activities like promotion of education among all especially weaker section of the society and for other similar allied welfare activities.

AND WHEREAS the Author of the Trust proposes to settle a sum of Rs. 5000/-(Rupees Five Thousand Only) on Trust for the purpose of establishing the said institutions. This amount shall be transferred in the name of the Trust immediately after the execution of this deed of Trust.

AND WHEREAS the trustees have agreed to be invested with the ownership of the amount above mentioned for giving effect to the wishes of the author of the Trust.

NOW IT IS DECLARED BY THE AUTHOR OF THE TRUST AS FOLLOWS:)

- (1) In pursuance of the premises, the Author of the Trust a beneficial owner of the amount above mentioned hereby conveys, transfers and grant unto the Trust the amount above mentioned and to hold the same in Trust for the objects of the Trust as described below to be used and appropriated by the said trustees in order to carry on and fulfill the said objects in accordance with the directions of the Author of the Trust.
- (2) The name of the Trust shall be HUMARI DUNIYA EDUCATIONAL TRUST.
- (3) The office of the Trust shall be located at Village Khoon Amara Tehsil Majalta District Udhampur or at such other place as the trustees may from time to time decide.

(4) The objects of the Trust are as under

(a) To perform activities involving education and allied activities.

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- (b) To open and run for the welfare of society schools, colleges and similar other centers.
- (c) To accept grants, donations, presents, gifts, and from offerings from general public, the Author or the trustees and other persons and to deal with the same for the purposes of the Trust.
- (d) To invest, dispose off, transfer and otherwise deal with the properties and assets of the trust in such manner as the trustees may deem fit, for the attainment of objects of the Trust.

(5) Management: -

- (a) The Trust shall be governed by the trustees the number of which a Board of Trustees. The Board of Trustees shall consist of all shall not be less than 2 and not more than 10.
- (b) The trustees may elect or nominate Board of one of them as the Managing Trustee and also one of them as the president of the board of the trustee.
- (c) The tenure of the President shall be for Five years, whereas the tenure can be extended by mutual consent of the majority of the trustees. The President of the Trust can be elected only from the family of the Founder of the Trust.
- (d) The Trust can enter into any Contract or Agreement or Deed duly President and General Sectary of the Trust.
- (e) The trustees shall have power in general to acquire all things and do all acts necessary to carry out the objects of the Trust.
- (f) The Board of Trustees is hereby authorized and empowered to nominate any other person(s) as trustee(s) so long as the total number of trustees do not exceed 10.
- (g) The trustees shall have power to deposit the Trust moneys or any portion thereof in any Nationalized bank(s) either by way of Fixed Deposit or in Current Account whereas the President and General Secretary Jointly has the absolute power to withdraw or distribute the Trust money/funds.
- (h) The President and the Vice-President Jointly shall have power to invest the Trust moneys in any Government securities or in any other approved manner.
- (i) The Trust money shall not be invested with any private individuals or firms or association of persons or body of individuals.
- (j) For the purpose of carrying out the objects of the Trust, the trustees have the power to acquire by purchase or on lease or otherwise immovable properties for any tenure or in case of vacant land the trustees shall be at liberty to erect building thereon and to do all acts necessary and incidental thereto.
- (k) The trustees will be empowered to borrow money for meeting the expenses for the purposes of the Trust on the security of the Trust properties and assets.

(I) The entire control, regulation, management, application and administration of the trust properties whether capital or rental income, interest or profit of any kind shall be at the discretion of the trustees.

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- (8) In case the Trust fails for want of its objects or trust having become impossible of performance, the trustees will move the court for applying the Trust fund for similar objects.
- (9) The trustees will not be personally liable for any loss to the Trust property, unless the trustees are guilty of fraud.
- The trust is a public charitable trust and the assets and properties of the trust shall in no case revert to the author of the trust or his descendants or to any other person.
- (11) The Trust fund, including the corpus and the income there from, shall not be utilized for any other object except those of the Trust hereby created.

IN WITNESS WHEREOF the parties hereto have here into set their respective hands on this the 27th day of April, 2024 for herein above written.

WINESSES

EXECUTANTS

AUTHOR/FOUNDER

TRUSTEES

Rashiran Bibi

BASHIRAN BIBI

Meshoos MASHOOR HUSSAIN

Super Huski's SABER HUSSAIN

Ayesha International School KHOON

Drawn & Drafted by

Advocate District Courts

Udhampur

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THIS LEASE DEED IS MADE ON This 18th OF June 2024 BY AND BETWEEN: -

Rehm Din S/o Sh. Mohd Jussee R/o Village Sundla Tehsil Majalta District Udhampur(J & K)

......(Hereinafter referred to as the Lessor, which expression shall be deemed to include his/her heirs, executors, administrators, representatives and assigns etc.)

AND

HUMARI DUNIYA EDUCATIONAL TRUST

Through its President

Bashiran Bibi W/o Sh. Reham Din R/O Village Sundla Tehsil Majalta District Udhampur (J & K)

(Hereinafter referred to as the Lessee; which expression shall be deemed to include his/her heirs, executors, administrators, representatives and assigns etc.)

WHEREAS, the Lessor are absolute owner and in possession of Built up/Building over land comprising in Khasra No. 411min measuring 1Kanals and 13Marlas situated at Village Amara (Khoon) Tehsil Majalta District Udhampur outside the limit of Municipal Limits as per the Revenue Records attached. (Hereinafter briefly referred as the Demised property)

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WHEREAS, the Lessee is desirous of carrying on the business of imparting education through the medium of School in the name AYESHA INTERNATIONAL School and has approached the Lessor for renting out the demised property in her favour for carrying on the said activity.

WHEREAS, the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the demised property and are having full power and absolute authority to demise unto the Lessee the demised property have acceded to the request of the Lessee and has rented out the demised property on the rent of Rs. 80,000/- (Rupees Eighty Thousand only) annually with effect from the date of the execution of this Lease Deed for a period of 15 years.

WHEREAS, the parties have agreed to executed this lease deed envisaging the detailed terms and conditions governing them in respect of the said rent in order to avoid any ambiguities in future and to create evidence

NOW THIS LEASE DEED WITNESSETH AS UNDER

- 1. That in pursuance of the agreement and in consideration of the rent herein reserved, the Lessor hereby demises unto Lessee the demised property aforesaid to hold the demise property on lease for a period of 15 years at the rent of Rs. 80, 000/- (Rupees Eight Thousand only) annually which shall be paid by the Lessee to the Lessor before 31st of April of the every succeeding year. After the expiry of the said period of Lease, the period of Lease may be renewed at the options of both the parties on the terms and conditions mutually agreed between the parties.
- 2. That the Lessee shall be fully authorized to make use of the demised property for carrying on the above said activities i.e. imparting education through the medium of School in the name of

ational School

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AYESHA INTERNATIONAL School and for allied services like Hostel, Clubs, Library, sports complex etc which are necessary for the welfare of the Children and people of Majalta and areas around.

- That the Lessee shall use the demised property exclusively for lawful purpose only and shall not be authorized to carry out any work in the demised property which is prohibited by the law for the time being in force.
- That the Lessee shall not sell, dispose off, or otherwise part with the possession or assign the demised premises to any person.
- 5. That the Lessee shall be bound to pay all taxes, cesses, impositions, assessments, property, during the term of the Lease without any interruption, disturbance, claim or demand whatsoever by the Lessor or person or persons claiming under him, subject however the Lessee paying the said annually rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions, and stipulations herein contained and on his part to be observed and performed.
- That the Lessor has no objection if the Lessee shall install electric connection, water connection/water bore well or utilize land in any manner
- 7. That the Lessee shall insure and keep the demised property incurred against the perils of fire/theft etc. at her own cost and expenses with any insurance company of repute during the period of Lease.
- 8. That the Lessee shall also be bound to pay all dues and other duties payable in respect of the demised premises and the structures to be raised thereupon to the Government or to the Public body or any other local authority.

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9. That the Lessee shall peacefully and quietly hold, possess and enjoy the demised property/premises during the term of lease without any interruption, disturbance, claims or demand whatsoever by the Lessor or person or persons claiming under her, subject however the lessee paying the said yearly rent on the due dates thereof and in the manner herein provided and on their part to be observed and performed.

INWITNESSETH WHEREOF the Lessor and Lessee have executed this Lease deed on the day and year mentioned above in the presence of the following witnesses:-

WITNESSES:

EXECUTANTS

Feroz Mahol.

2) Feroz Mohol.

Slose, Shamsh Din

Rlovill, Sundla.

Fel. Myalla.

Dist del p

Rehm Din

Bashiran Bibi

Note: - Drawn and Drafted as per the instruction of the parties which they

admit it as true and correct by: -

Abilash Magotra

Advocate,

Udhampur

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Government of Jammu and Kashmir

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Description of Document

Property Description

Consideration Price (Rs.)

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IN-JK01143176159103W

18-Jun-2024 03:59 PM

NEWIMPACC (SV)/ ik12587904/ TEHSIL COMPLEX/ JK-UP

SUBIN-JKJK1258790491498891588197W

BASHIRAN BIBI

Article 29(a)(i) Lease exceeding one year

Not Applicable

(Zero)

REHM DIN

BASHIRAN BIBI

BASHIRAN BIBI

16.800

(Sixteen Thousand Eight Hundred only)



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Bashuren QE 0006869462

The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

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