

भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

INDIA



Rs. 500

INDIA

3-1 JAN 2011

उत्तर प्रदेश UTTAR PRADESH

G-227752

DEED AND INSTRUMENT OF TRUST DECLARATION OF TRUST

This DECLARATION OF THE TRUST made on this the 22nd day of February, 2011 at Khalilabad, Sant Kabir Nagar, Mr. MOHD. AHMAD [hereinafter called the 'Settlor (Principal Trustee) which expression shall unless included his successors, assigns nominees, representatives, executors of administrators] S/O Late Mr. Hafizullah R/o Vill. & Po- Dudhara, Khalilabad, Sant Kabir Nagar.

And whereas the Settlor and the following have agreed to act as trustees (hereinafter called in 'Board of Trustees') having accepted there to and signed the Deed and Instrument of Trust

Name of Trustees	Post	Address
1. Mr. Mohd Ahmad S/O Late Mr. Hafizullah	Settlor(The Principal Trustee)	Vill & Po-Dudhara Distt.-Sant Kabir Nagar, (U.P.)
2- Mrs. Nazma Khatoon D/O Mr. Mohd Muztafa	Trustee	Vill & Po-Dudhara Distt.-Sant Kabir Nagar, (U.P.)
3- Mr. Zanul Abdeen S/o Mr. Mohd. Islam	Trustee	Vill.-Deoria Laf Po- Chae Kala Distt.-Sant Kabir Nagar, (U.P.)
4- Mr. Ishtiaque Ahmad Khan S/o Mr. Newas Ali Khan	Trustee	Vill. Hujra Suhawan, Po- Salehpur, Distt. Sant Kabir Nagar
5- Mr. Abdul Aziz S/o Mr. Mohd. Haneef	Trustee	Vill, Basdila, Po- Chai Kala, Distt. Sant Kabir Nagar,

Mohd Ahmad

Mohd Ahmad

प्रबंधक
वी माडर्न पब्लिक स्कूल
दुधारा, संत कबीर नगर

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

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INDIA NON JUDICIAL

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And Whereas the Settlor has settled and has endowed the above said Trust with a sum of Rs. 5,000/- (Five Thousand only) in cash towards the Corpus of the Trust, with the purpose of founding the Trust and for the object set out hereinafter.

And Whereas the Trustees have to carry out the Trust hereinafter created, HENCE IT WITNESSETH AND IT BE AND IS HEREBY AGREED TO AS FOLLOWS:

1. **Name:** That the name of the Trust shall be "HAFIZULLAH MEMORIAL PUBLIC CHARITABLE TRUST"
2. **Registered Office:** That the registered office of the Trust shall be situated at Vill. & P. O. Dudhara, Khalilabad, Sant Kabir Nagar, U.P, India.
3. **Objects:**

The objects of the Trust shall be as under:

- I. To established Madarsa, Coaching Center, School, Collages with scientific and human temperament for boys and girls.
- II. To established Institutes such as Educational Institute, Musical Institute, Research Institutes etc. without any motive of profit whatsoever, and organize campaigns and awareness Programmes with the aim of inculcating such values and imparting such knowledge which go into making a human being more humans and towards creating a world where all humans co-exist harmoniously.

Mohd Ahmed

Mohd Ahmed

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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सत्यमेव जयते

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- III. To establish printing and publishing Unit along with Translation Bureaus for providing instruction in and dissemination of useful knowledge, without any motive profit whatsoever.
- IV. To provide facilities for conference and seminars and courses on subjects as may be deemed appropriate, from time to time.
- V. To provide in residence facilities for visiting scholars, Research workers, Visitor and such students as are desirous of availing the facilities available at the center.
- VI. To rejuvenate and revive village industries, ethnic crafts and local arts and culture without any motive profit whatsoever.
- VII. To establish and maintain projects for the benefit of the local community with reference in health, nutrition, environment, literacy, and agriculture etc. Without any motive profit whatsoever.
- VIII. To aid the assist, in any lawful manner any other Trust, society, Institute or Association having similar objects, as the Settlor may in consultation with the other Trustee(s) decide from time to time.
- IX. To provide financial assistance, aid scholarship, stipends, grants, loans, Donation for above mentioned objectives.
- X. To help for the welfare of old and widows.
- XI. To work for the welfare of Disable persons.

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- XII. To help for the employment to poor and helpless persons.
- XIII. To work for the development and welfare of the worker sections of the society such as women, disabled and children. In order to establish coexistence to work for the promoting an ideal culture, equality and brotherhood amongst the people of society.
- XIV. To establish school of the policy education for all to promote technical and computer education.
- XV. To work for the health and prosperity for all and in order to achieve this particular objective to organize various training programs for the developing of the concept of Khadi and Rural Industrial Programs.
- XVI. To work for the approachment of all possible aids in case of natural disasters such as food, draught, earth quake and various continuation etc.
- XVII. Promoting the right to equansy and right to privacy.
4. Rules may be framed for the proper administration of the Trust but such rules shall not be against the objects of the trust as in clause 3 above.
5. All decisions of the Board of Trustees shall be taken either unanimously or by the Majority.
6. The Management and Administration of the Trust shall vest in Board of Trustees.
7. The Bank Account would be operated by Settlor & or by the any person who authorized by the Settlor.

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8. Following document/records will be maintained in the Original Trust deed- (a) Procedure register.

With a view to implement the object aforementioned, the Settlor, acting in consultation with the other trustee(s) may do all or any of the following acts and things, provided and that any income arising here from, shall be utilized wholly for the objects of the trust mentioned above, and shall not in any manner be distributed among the Settlor and other trustees(s) for there personal benefit. Any trustee of the trust having power to transfer and sell of any property of the trust.

- a) To raise funds or acquire assets by accepting donations, gifts, grants, aid and other contributions, for all or any of the objects of he Trust, from the person, institution, Government, Trust Corporation or Association etc.
- b) To publish literature and periodicals for the purpose of information and education.
- c) To enter into any agreement or arrangement with any person or corporation in furtherance of the objects of the Trust, directly or indirectly, provided, however, that any charge, lien, mortgage, or any form of encumbrance whatsoever, may be crated in respect on any of the assets in furtherance of any of the aforesaid objects of the Trust.
- d) To apply to any appropriate authority for the sanction and grant of lands property on lease or otherwise and/or other benefit, in any part of India, as may be necessary for the furtherance and attainment of the object specified above.

Provided, however that the entire income from the properties held fort the Trust, and all donations and money received towards the corpus of the Trust, shall be used strictly and exclusively for the benefit of the public at large and for the object of the Trust, no activity shall be carried out for any motive of profit whatsoever.

CONSTITUTION OF THE TRUST:

1. Settlor will be the main trustee during his life time and thereafter his legal heir related in blood shall occupy his office according to seniority on willingness.
2. That in case of any vacancy it shall be filled by the nomination by main trustee (Settlor) or by the majority of the trustee.
3. The minimum number of trustee(s) constitution the board of trustee(s) shall be three including, the settlor or his nominee or Successor-in-office. The maximum number of trustees shall be seven.
4. The Settlor his nominee expressly appointed during his life time or his successor-in-office appointed by the will as also that his successor-in office will have the same power, function and duties as are assigned to the Settlor.

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5. The Settlor may appoint Managing Trustee(s) and delegate by express resolution such function and authorities to him/her them as he may deem fit and revoke the same, wholly or in part, as he may deem fit in his absolute discretion.
6. All account books, records, title deeds and other documents relation to the properties of the Trust, shall remain in the custody of the Settlor for the time being, or any other person appointed by him for such custody, provided, however, that in the event of succession to the office of the Settlor, or nomination, if any, the said books, records, document, negotiable instruments, shall be delivered upto the successor-in-office, by any person in possession of or having custody of the same.

DUTIES AND FUNCTION OF TRUSTEE(S)

The Trustee(s) shall have the following function, and shall undertake the duties as set out below:

1. The Settlor, in consultation with the other Trustee(s) shall have the power to buy, erect, construct, shall or otherwise dispose of lands, buildings, workshops or any other property of assets and to demolish or alter the same in any manner provided that the Settlor, his nominee or his successor-in-office shall always act in the best interests of the Trust.
2. The Settlor may, in consultation with the other Trustee(s) allot him time to time, funds for any one or more of the various objects of the Trust, and may in his absolute discretion, not allot funds for any one or more of the above objects.
3. The Trustees may accept any donation or contribution in cash or kind, from any person, Firm, Company, Corporation, Association, Institution, Society or Trust, for the furtherance of the objects 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, provided, however, that they are not inconsistent with the objects of the trustee(s). The trustee(s) may take over the management of any other Trust, Society or Public or Private Institution on such terms as they think fit to manage them.
4. The Trustees shall invest or deposit the corpus of the trust and the income derived there from, strictly in accordance with the provisions relating to public Charitable Trust in the Indian Income-Tax Act 1961.
5. The surplus funds of the Trust shall be invested as provided in the Indian Income Tax Act 1961 as amended from time to time.
6. Without prejudice to any of the power of the Trustees set out in this deed, the Trustees shall have the power, at any time and from time to time, to expend any part of the Corpus of Trust and the property, for any one or more of the objects of the trust provided, however, that such expenditure is incurred with the concurrence of the settlor during this life time, and thereafter

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by consent in writing of the Settlor's successor-in office, at the time such expenditure is Incurred, except where such power has been duly delegated to a managing Trustee and/or any other Trustee.

7. The Settlor, in consultation which the other Trustees shall have full power to enter into contracts for carrying out the objects of the trust, and to employ contractors or experts, or execute such work department and to suspend or dismiss any one of them, on such terms and conditions as may be considered appropriate and to do all other acts things incidental to or connected with the Furtherance of the objects of the trust, or any one of them.
8. The Trustees may hold any of the properties of the Trust in the name of the trust, or where, under any law, the property can not be held in the name of the Trust, then it shall be held in the name of any of the Trustee(s) who shall hold the same for an on behalf of the Trust.
9. If the income from the property of the Trust in a particular year is not fully utilized the accumulated income shall be carried over to the next year(s) and spent in such subsequent year(s) for the advancement of any of the objects of the Trust, subject to the relevant provisions of the Income-Tax Act 1961.
10. The Settlor in consultation with the other trustee(s) may demise any immovable property or properties, for the time being and from the time, belonging to the Trust, either from year to year or for any fixed terms or for any term of years or on monthly tenancies, at such rent and subject to such covenants and conditions as they may think proper and accept surrenders of leases and tenancies, and generally manage the same in such manner as they think proper.
11. The Settlor in consultation with the other Trustee(s) shall have full power to compromise or compound all actions, suits and other proceeding including arbitration and settled differences and disputes connected with, touching or arising out of the properties or estates of the Trust, and do all other acts and things fully and effectually without being liable or answerable for any bonafide loss occasioned thereby.
12. The Settlor and other trustee(s) may from time to time frame schemes/rules and regulations to carryout the object of the Trust and for managing the affairs of the Trust and for otherwise giving effect to the objects and purposes of the trust, and in vary the same from time, as they may in their discretion deem it and proper.
13. The board of Trustees may reimburse themselves and pay and discharge out of the corpus of the Trust, all expenses incurred by them in or about the execution of the trust or any their duties and functions under these present, including traveling expenses and the like, but will not be entitled any remuneration.

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14. Any Trustee may resign at any time, without assigning any reason and without being responsible for any costs occasioned by such retirement.
15. The surviving or continuing Trustee(s) may, notwithstanding any vacancy in the board of trustees, act as the board of Trustees, provided, however that if the number of Trustees falls below two the minimum fixed by these presents, the remaining Trustee shall not except for the purpose of filling up the vacancy, act so long as the number is below of the said minimum.
16. Three Trustees at a meeting of the board of Trustees shall form a quorum for any meeting of the board of Trustees.
17. The Settlor or on his demise his successor in office duly elected by the remaining/surviving trustee amongst themselves shall act as the Chairman of the meeting of the Board of Trustees, or any subcommittee(s) thereof.
18. The proceedings and questions and matters arising at the meeting of the Board of Trustees shall be decided by a majority of votes, and in case of an equality of votes, the Chairman, shall have a second or casting vote provided, however, that notwithstanding anything herein stated, no question dealing with the disposal of the corpus of any of the properties of the Trust and/or investment of the corpus of any of the Trust shall be decided except with the express consent of the settlor of the Trust or his successor-in-office.
19. In case of a difference of opinion the majority shall prevail, and if the Trustees are equally divided in any matter, the Chairman of the Trust shall have a casting vote.
A resolution in writing circulated amongst all the members of Board of Trustees and signed by a majority of the Trustees, shall be as valid and effectual as if it has been passed at a meeting of the Board of Trustees, duly called and convened.
20. Notice of a meeting of the Board of Trustees and all communications may be sent to the Trustees at their respective address registered for the time being in the records of the Trust. The period of notice for the meeting of Board of Trustees shall be 30 clear days.
21. All meetings of the Board of Trustees shall be held at such place and at such time, as the Chairman of the Trust shall decide from time to time.
22. The minutes of the proceedings of every meeting of the Board of Trustees shall be entered in a book to be kept for such purpose, and signed by the Chairman of the such meeting or of the following meeting when they are read over and shall when so entered and signed, be conclusive evidence of the business transacted at such meeting.
23. No persons being:
 - I. An undischarged insolvent; or
 - II. Convicted of an offence involving, moral turpitude; or

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III. of unsound mind;

Shall be eligible to be a Trustee, provided, however, that a minor may be a Trustee, where his guardian is there to protect the minor's legal interest and conduct legal transactions on his behalf.

24. The Power to appoint new of additional Trustees, but so as not to exceed the maximum number of seven and to fill vacancies in the office of Board of Trustees, shall vest in the senior, or his successor-in-office and where the Settlor for the time being is a minor, he/she could act through his/her guardian.
25. A person shall cease to be Trustee in any of the following events:
 - a) If he dies; or
 - b) If he becomes bankrupt: or
 - c) If he becomes insane or otherwise becomes incapable of acting: but to health reasons or
 - d) If he resigns from this office.
26. The Settlor may in consultation with the other Trustees have the power in relation to appointment, termination, removal of the Trustee(s), officers, employees etc.
27. There shall be an Annual General Meeting of the Board of Trustees, but any number of the other meeting may be convened by the Chairman of the Trust, as and when considered necessary.
28. On a new or additional Trustee(s) being appointed, and on his/her/their accepting the appointment, the property of the Trust shall automatically vest in his/her/them will be entitled to carry out the duties and functions of the Trustee without any other deed or writing.
29. The Board of Trustees shall be entitled to sue, with the consent of the Chairman in writing, in the name of the Trust, and many similarly be sued I the name of the Trust.
30. The Board of Trustees shall have the Trust audited annually by a person(s) duly qualified to be an Auditor under the Companies Act, 1956.
31. The Trust shall be competent to open bank Accounts in any one or more Banks as may be decide by the Board of Trustees from time to time. Every sum of money received from account of the Trust, shall be deposited to the credit of the Trust's account in any one of the said Banks, unless otherwise expressly provided in the rules or by any Resolution of the Trustees. The operation of the aforesaid Banks accounts shall e by the Settlor or by the person appointed by Settlor.
32. Without affecting the generality of the power of the Trust to manage and administer is affaires, the Board of Trustees shall have the following functions.

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- (i) To arrange for and/or to authorize the signing or execution of any agreement, contract, instrument, document, or any other paper or writing, required to be signed or executed on behalf of the Trust. Besides the Settlor, or his nominee or his successor in office no other Trustee shall be entitled to execute such agreement/document, unless so expressly authorized, such agreement/document shall become effective, as provide therein, if the Settlor or his successor in office or nominee shall sign and execute the same.
 - (ii) To appoint or make provisions for the appointment of sub committee of Trust(s) to attend to or supervise or conduct specific duties or functions or matters relating to the Trust or societies governed, in such manner and subject to such Rules and Regulations, if any, as the Board of Trustee may prescribe subject to the consent of the Settlor/his successor in office or his nominee.
 - (iii) To spend any portion of the corpus the income of the Trust's fund purchasing any land and/or constructing any building(s) for and in the name of Trust, for the purpose of carrying out, promoting and/or executing any or all the objects of the Trust, provided, however that the Settlor or his successor-in-office for the time being shall so consent, in writing.
33. That the Settlor shall delegate such powers as deemed necessary by and express resolution in writing, authoring the managing Trustee named therein to incur such expenditure as may be necessary for the furtherance of any of the objects of the Trust. If necessary, the Settlor shall by resolution authorize the Managing Trustee named therein to operate the Bank account and draw from the same such amounts, as may be necessary for the purpose specified above, on behalf of the Trust as set out in the present deed.
34. The Settlor may in consultation with the other Trustee(s) frame such rules and Regulation as may be necessary for conduct of residents at any or all of the Centers of the present Trust. The Settlor shall be at liberty to amend the rules and Regulation as may be necessary for the purposes of maintenance of order and discipline at any all of the Centers of the present Trust.
35. The Settlor may initially appoint life Trustee herein managing Trustee and delegate such functions and authorities to her/him as she may deem fit and revoke the same, wholly or in part, as he may deem fit in his absolute discretion.
36. That the assets of the Trust including its money properties etc. shall be applied only for the attainment of the objects set out in the present Deed and not for the purpose of any business or activity unrelated to the objects for the present Trust. Further, no charge, lien, encumbrances,

Mohd Ahmad Mohd Ahmad



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whatsoever, shall be crated on any of the assets of the Trust with out the order of the settlor in writing.

37. That the period of the notice for any special meeting of the board of Trustees or transaction urgent business shall be seven clear day.

MISCELLANEOUS PROVISIONS:

1. The closing of the accounts of the Trust shall be the 31st March of each year.
2. If any of the objects mentioned above, are found to be outside the scope of the Income-Tax Act 1961 or any Amendment thereof as may be in force at the relevant time, or if they contravene the provisions of any other law relating to Charitable Trusts, the Settlor may delete the same or any part thereof from the objects of the trust.
3. The Trust shall be govern by the articles 29 and 30 of the constitution of India.
4. In case any of the object are found to be absolutely impossible or invalid for any reason, including being vague, or for any other cause become invalid or impossible subject to any subsequent legislation or otherwise, such objects(s) shall be deemed not to have been included in the objects of the Trust. This shall not affect the validity of the Trust, or the continuance of the Trust, for the fulfillment of the remaining objects in any manner whatsoever.
5. In case of failure of the Trust for want of objects, the Settlor of his nominee or his successor-in-office may move the Court for Amendment of any of the objects of the Trust, if found necessary.
6. No Trustee shall be liable for any loss of the Trust's funds or properties, unless it has been caused due to his/her/their gross negligence, or the Trustee himself/herself/themselves are guilty of fraud, misfeasance embezzlement, and breach of Trust etc.
7. No part of the Trusts funds or motive for any other object then of the Trust hereby created.
8. No trustee shall be paid any fee of or remuneration except conveyance, traveling or telephone etc. other pocket expenses incurred by him/her in connection with any work for and on behalf of the Trust or except as otherwise provided in his Trust.
9. The Settlor may appoint one of the Trustees to devote a substantial part of his/her time to the work of the Trust. Further the Settlor may in his discretion appoint a full time Director being other work Trustee, at such terms any conditions as may be decided upon by him in consolation with other Trustees.
10. The Settlor during his life time and his successor in office thereafter may in his sole discretion, absorb any other Trust, Society, or Institution having objects similar to the objects

Mohd Ahmad Mohd Ahmad



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मोहम्मद अहमद

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व्यवसाय कृषि

निवासी स्थायी

दुधारा त0 उजियार

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

22/2/2011

समय

3:30PM

बजे निबन्धन हेतु पेश किया।

Mohd Ahmad



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जमदम्बा शुक्ल

उपनिबन्धक

खलीलाबाद

22/2/2011

निष्पादन लेखपत्र बाद सुनने व समझने मजमून

न्यासी

श्री मोहम्मद अहमद

पुत्र श्री हफीजुल्लाह

पेशा कृषि

निवासी दुधारा त0 उजियार

Mohd Ahmad



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री

अब्दुल यहिया

पुत्र श्री

नैवास अली

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हुजुरा सोहावा त0 उजियार

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पेशा कृषि

निवासी

अन्सार टोला खलीलाबाद

ने की।

Yahya

Musa



प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

न्यासकर्ता ने पहचान के रूप में यूपी/36/177/564171 प्रस्तुत किया।

Mohd Ahmad

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दुधारा, संत कबीर नगर

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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22/2/2011

of the present Trust or amalgamate the present Trust with any other Trust, society or Institution having similar object.

11. In the even of the Trust being wind up the corpus of the Trust including its other assets, shall stand transferred to any other Trust, society, or Institution or public organization, created for the promotion opts similar to the present Trust, subject to the decision of the Settlor or his successor in office or his nominee.
12. The income of the Trust shall be strictly applied to the objects enumerated a Trust, or beyond the schedule as combined in the Indian Income Tax-Act.
13. The income of the Trust shall not be accumulated except to the extent as may be permissible under the income Tax-Act 1961.
14. The Board of Trustee shall have the power to amend the present Trust, so that the objects of the Trust may be more effectually attained.
15. Trustee has no power to transfer any Trust property.

In witness whereof the Settlor (Principal Trustee) and the Trustees above mentioned have set and

Signed and Delivered
By the Settlor at Khalilabad, Sant Kabir Nagar

Prepared by self.

WITNESS :-

Mohd Ahmad

1- ABDUL YAKIYA
S/o. MR. NEWAS ALI
VILL. HUTRA SHARON

2- MOHAMMAD DILAM KHAN
S/o LATO ROOD B ALI
MOHALLA ANSAR TOLA
KHALILABAD

Mohd Ahmad

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कलकत्ता

संत कबीर नगर

संत कबीर नगर

न्यासी

Registration No.: 9

Year: 2011

Book No.: 4

0101 मोहम्मद अहमद

हफीजुल्लाह

दुधारा त0 उजियार

कृषि



कृषि
लघु कृषि निदेशन वि
भाग उचित तम, राजपट्ट

Mohd Ahmad

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दी माडर्न पब्लिक स्कूल
दुधारा, संत कबीर नगर

13

प्रस्तुतकर्ता/विक्रेता का नाम व पता... मोहम्मद अहमद उल हकीमुल्लाह साह
बायें हाथ के अंगुलियों के चिह्न: कुछा 1 वही उमिया

				
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दाहिने हाथ के अंगुलियों के अङ्क :

बिक्रेता / क्रेता का नाम व पता...

बाये हाथ के अंगुलियों के चिन्ह :

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		Mohd Ahmad		
		प्रबंधक		
		बिना स्कूल		

Mohd Ahmad
प्रबंधक

दी माडर्न पब्लिक स्कूल
दुधारा, संत कबीर नगर

विक्रेता / क्रेता के हस्ताक्षर

आज दिनांक 22/02/2011 को

वही सं. 4 जिल्द सं. 10

पृष्ठ सं. 109 से 134 पर क्रमांक 2

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



जगदम्बा शुक्ल

उपनिबन्धक

खलीलाबाद

22/2/2011

Mohd Ahmad

प्रबंधक

दी माडर्न पब्लिक स्कूल
दुधारा, संत कबीर नगर

जिल्द सं. 4
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