

572/97

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5000Rs.



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THIS DEED OF TRUST is executed on this the 21 st day of April, 1997 by **KARODATH SAYED SHIHABUDHEEN ALIAS POOKOYA THANGAL**, S/o. **SAYED HUSSAIN KOYAMMA THANGAL** aged 63 years, Principal, Jamia Zahra, Mokeri, residing at **ALAMULLATHIL THEKKEYAMSOM PARAMBIL NAFEESA MANZIL, Thangal Peedika, Mokeri, Kannur District, Kerala** (herein after called the Donor) declaring and investing the subject matter of the Trust in favour of the following persons, besides the donor himself

S.No	Name of Trustees	Age (Year)	Occupation	Address
✓ (1)	Karodath Sayed Shihabudheen alias Pookoya Thangal, S/o.S.H.Koyamma Thangal,	63	Principal, Jamia Zahra,	Mokeri, Panoor, Pin : 670 692.
✓ (2)	Sayed Sirajudheen U.K. Attakoya Thangal, S/o.S.M.H.Koyamma Thangal,	65	Quazhi, S.J Kanhangad	Udiyavar, Manjeshwar. Pin : 671 323.
✓ (3)	Aboo Haji.P.P. S/o.Kunhali Kutty,	63	Rtd.Div.A/c, PWD	Rahmath Manzil, Kuthuparamba. .
✓ (4)	S.B.Pookunhi Thangal, S/o.S.B.U.Thangal.	42	Teacher	Peringathur.
✓ (5)	U.K.Mohamed Koya; S/o.Attakoya Thangal,	35	Teacher	Udiyavar, Manjeshwar.
✓ (6)	T.Abdul Quadheem Koyamma Thangal, S/o.T.Pookoya Thangal,	46	Teacher	Mokeri, Panoor, Pin : 670 692.
✓ (7)	T.Sayed Hamid Attakoya Thangal, S/o.T.M.Thangal,	33	Teacher	Mokeri, Panoor, Pin : 670 692.
✓ (8)	Sayed Mohamed Makhdhoom Jahaniyan.K.S. S/o.S.I.S.Pookoya Thangal,	19	Student	Mokeri, Panoor, Pin : 670 692.
✓ (9)	Advocate.K.Ibrahim, S/o.Mammad,	62	Advocate	Thuvvakunne,Panoor.
✓ (10)	V.P.Kunhamed Haji, S/o.Packeran Haji,	65	Business	Kolavallloor,Panoor.
✓ (11)	K.K.Kunhamed Kutty, S/o.Ebrahim,	58	Business	Ummathur, Parakadave.
✓ (12)	V.P.S.H.Yaseen Koya Thangal, S/o.Koyamma Thangal,	37	Vaidian	Kannavam, Chittariparamb.
✓ (13)	P.K.Ahamed Haji, S/o.Kunhammed Haji,	50	Business	Chembad,Panoor.
✓ (14)	P.K.Kunhabdulla Haji, S/o.Moideen,	55	Business	Mudavantheri, Tooneri.
✓ (15)	C.Moidu, S/o.Ahamed Kutty,	60	S.T.D.Booth	Mokeri, Panoor.

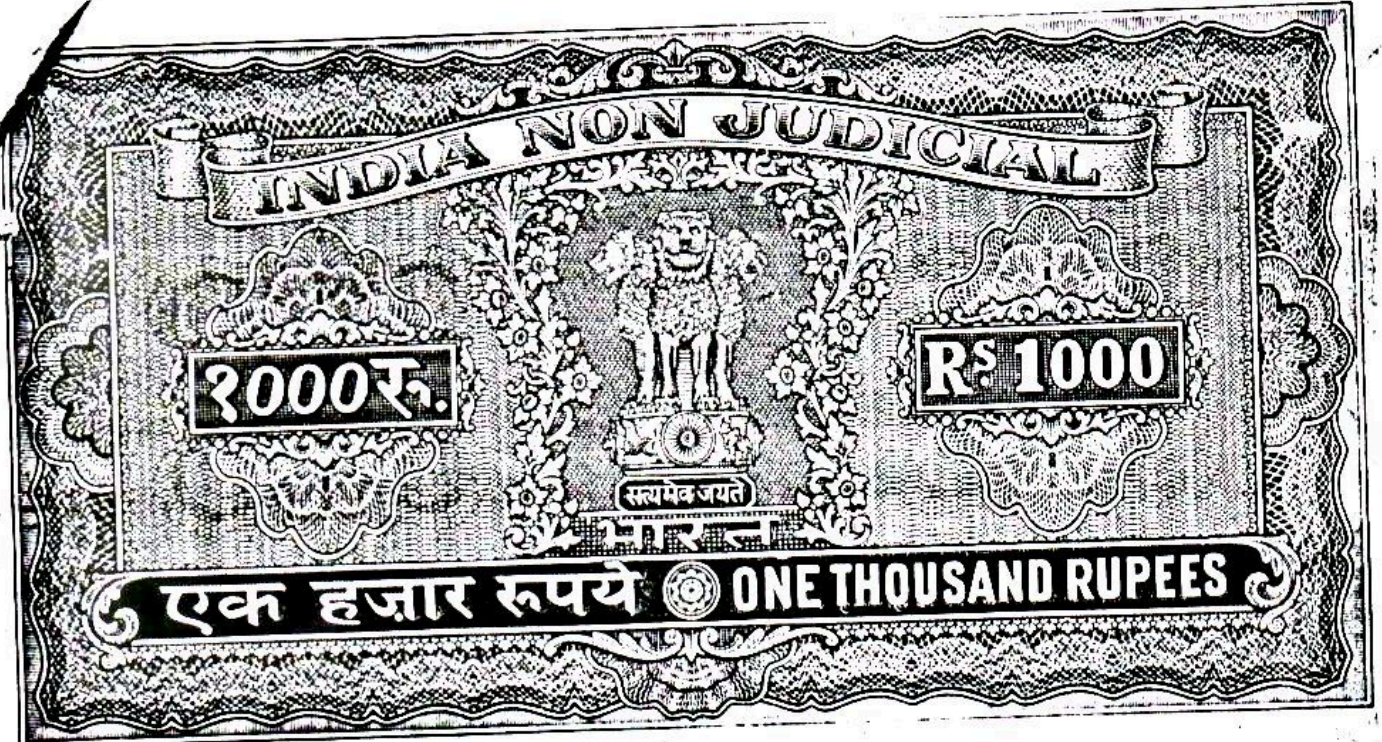
Trust

Rs. 60000/

at Rs. 60000/

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✓ (16)	K.P.Hassainar Haji, S/o.Mohamed,	52	Business	Mokeri, Panoor.
✓ (17)	T.H.Mohamed, S/o.Abdu,	45	Business	Mokeri, Panoor.
✓ (18)	V.K.Abdulla, S/o.Ummer Moulavi	46	Business	Mokeri, Panoor.
✓ (19)	Haji.C.Abdul Azeez, S/o.Abdulla,	54	Business	Udiyavar, Manjeshwar.
✓ (20)	U.M.Mohamed Haji, S/o.Moideen Kunhi,	40	Business	Udiyavar, Manjeshwar.
✓ (21)	U.Ibrahim Haji, S/o.Bappan Kunhi,	42	Business	Udiyavar, Manjeshwar.
✓ (22)	P.Abdulla, S/o.Mammoo,	60	Clerk	Cheruvancheri,
✓ (23)	T.K.Bappan Kutty Haji, S/o.Mohamed,	70	Business	Iringannur,
✓ (24)	P.K.Kunhabdulla Haji, S/o.Mohamed,	58	Business	Mudaventheri, Tooneri.
✓ (25)	Veliyammal Mammad Haji, S/o.Kuttiali,	62	Business	Tooneri, Kozhikode.Dt.
✓ (26)	V.P.Pocker Haji, S/o.Mayan Kutty,	60	Business	Mokeri, Panoor.
✓ (27)	T.H.Abdulla, S/o.Kunhamed,	38	Business	Parakadave.

(As Trustees under this Deed as set forth herein)

WHEREAS the donor is desirous of creating a Trust called 'JAMIA ZAHRA' in respect of the assets described in the Schedule hereto annexed to this and purposes herein after appearing and

WHEREAS the donor is desirous of setting on Trust the assets mentioned in the Schedule for the purposes of carrying out the objects mentioned below and

WHEREAS the Trustees above mentioned are willing to be invested with the ownership of assets mentioned in the Schedule for the purpose of carrying out the objects of the Donor under the Direction set forth herein

**NOW IT IS HEREBY DECLARED BY THE DONOR AS FOLLOWS :-**

1. That the donor as beneficial owner of the properties and assets mentioned in Schedule annexed hereto convey, transfer and grants unto the Trustees all and every such property and assets mentioned in Schedule to have and to hold the same in Trust for objects of the Trust as described below to be used and appropriated by the Trustees in order to carry on and fulfill the said objects in accordance with the directions of the donor so far as the same shall extend and

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the donor hereby relinquishes for all time any claim to or interest in the said properties and assets mentioned in the said Schedule (herein after called collectively the subjects matter of the Trust).

2. (1) The Trust shall be for public charitable and educational purpose, particularly for the educational and cultural development of Muslims.

(2) Subject to the above the object of the Trust shall be

- (a) Creation of Muslim Scholars.
- (b) To attract the hearts of youths, who are involving in Western Civilisation to Islam.
- (c) Teaching of knowledges in Islamic and other subjects in same place.
- (d) Teaching of literatures in different languages Arabic, Urdu, Hindi, Malayalam and English.
- (e) Teaching of knowledges in Islamic path.
- (f) To protect Muhyyadheen Mosque, built to fulfill the above mentioned aims.

3. The property of the Trust shall include the following :-

- (i) The property & assets hereby transfer
- (ii) Any other property movable or immovable which the Trust may accept or receive from any one including an individual, company, firms, society, association or other body of person by way of gift, legacy, donation, transfer or otherwise.
- (iii) Any interest, income or profits, derived from or accretion or additions to any Trust property whether on account of or arising from any deposit or investment of any Trust property or otherwise.

4. The Trust shall sustain itself on and its objects and activities, implemented by public subscriptions, grants, donations, gifts, endowments, presents acquired, obtained and collected from all sections of people and all quarters inland and foreign. It shall be lawful for the Trust to receive and accept grants, gifts and dispositions of properties in its favour from all sources subject to the terms and limitations which the Trustee approves of. The Trust may borrow such sums as are necessary from Banks, Bankers, Financial Institutions, other Trust or association at such rates of interest as may be agreed upon from time to time. Documents in this connection shall be executed jointly by the Director and Secretary.

5. The trustees shall generally manage the day to day work of the Trust so as to achieve the aims and objects of the Trust. The services of the Trustees are purely honorary and no amount by way of salary, allowance or any other benefit in any form shall be drawn and enjoyed by the Trustees.

6. The area of activities of the Trust shall be Kannur District in particular and all over India in general. The Head Quarters of the Trust shall be at Mokeri or any other place as may be decided by the Trust from time to time.

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7. The number of Trustees shall not be less than 3 and not more than 27 including the Trustees for life. The first Trustees of the Board are the persons mentioned herein before. The founder Trustees hold office for life. The Trustees on their unanimous decision and approval can appoint any person as a trustee, who is competent to contract and aged above 18 years, as long as the number of Trustees does not exceed 27.

8. The Trustees shall elect from among themselves a Managing Trustee, a Director and Secretary as office bearer of the Trust. The first office bearers of the Trust are the following Trustees.

- |  |                    |
|--|--------------------|
| 1. Karodath Sayed Shihabudheen alias Pookoya Thangal | : Managing Trustee |
| 2. Sayed Sirajudheen U.K Attakoya Thangal.           | : Director         |
| 3. P.P.Aboo Haji                                     | : Secretary        |

The terms of office of the office bearers shall be 3 years or till new office bearers are elected. The outgoing office bearers are eligible for re-election.

9. The duties and responsibilities of office bearers are hereunder written :-

(a) **Managing Trustee :**

The first Managing Trustee shall be the founder/donor to the Trust. The Director of the Trust shall be appointed by or with the consent and approval of the Managing Trustee only.

The Managing Trustee shall be in charge of all over supervision and management of the Trust and its activities. He shall give necessary directions to the Director with regards to management and running of the activities of the Trust from time to time.

(b) **Director :**

He shall be in charge of all day to day affairs of the Trust. He shall take steps to convene periodical or special meeting as per the Direction of Board of Trustees and Managing Trustee. He shall represent on behalf of the Trust in Court, Civil, Criminal or Revenue office of Central or State Governments, Municipal or Panchayat Office or before any other authority constituted under law. He shall execute all documents on behalf of the Trust. The documents in favour of the Trust shall also be executed in his name. He shall accept all donations on behalf of the Trust giving proper receipts. He shall jointly operate the Bank account with the Secretary. He shall act in accordance with the Directions of Managing Trustee.

(c) **Secretary :**

He shall maintain or cause to be maintained books of account relating to all income and expenses of the Trust and minutes of the meeting of the Board of Trustees. He shall jointly operate the Bank accounts with the Director. He shall send notices for the meeting as per the directions of the Director/Managing Trustee.

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10. The Managing Trustee/Director shall convene meeting of the Trust atleast once in every month giving clear 7 days notice to all members of the Trust. The quorum for the Trust meeting shall be 2/3rd of the total members of the Trustees. In the absence of quorum the meeting shall be adjourned and the next meeting shall be convened with in 10 days of the adjournment and the said meeting shall be proceeded even without the quorum prescribed. In case of emergency the Managing Trustee shall convene urgent meeting giving urgent notice to the members. If the Managing Trustee fails to convene the meeting any member duly authorised by majority of the Trustees can convene the meeting. In such cases the Agenda of the meeting shall be mentioned in the notice.
11. The decisions of the meeting shall be approved by majority of the members present and voting. The Managing Trustee shall have a casting vote in case of a tie.
12. The financial/accounting year of the Trust shall be from first April, every year ending with 31st March of the succeeding year.
13. The Board of Trustee shall consider and adopt a budget every year. Any additional expenditure incurred over and above the approved budget shall be ratified by passing supplementary budget. The income and expenditure upto and for the preceding month shall be presented in the next meeting of the Trust and got approved. The account of the Trust shall be audited every year by a Chartered Accountant duly authorised by the Trust. The audited accounts shall be placed before the meeting and got approved.
14. Cash available with the Trust shall be deposited in any of the Nationalised, Scheduled or Co-operative Bank at Panoor or surrounding area in the joint name of the Director and Secretary and shall be operated jointly by them. The cash balance that can be retained for day to day expenses by the Trust shall be Rs. 10,000/=.
15. The Trust shall appoint employees to the institution run by the Trust. The employees so appointed shall be bound to work in accordance with direction and principles of the Trust. The emoluments of the employees will be fixed by the Trust.
16. The service rules and regulations of the employees shall be framed by the Trust. The Trust reserves the right to terminate the service of the employees whenever necessary.
17. If any vacancy arises in the Board of Trustees on account of death, resignation or removal of a Trustee, such vacancy shall be filled up by nominating a person with the unanimous decision of the remaining Trustees. On the death of the founder Trustee/ Managing Trustee/ donor his eldest son or male legal heir or anyone of the legal heirs nominated by all other legal heirs shall be admitted as Trustee on the mutual consent and approval of the remaining Trustees. Provided that person so nominated should be skillful scholar and acceptable and able person to act as Managing Trustee of the Trust.
18. Any Trustee or Trustees who act or do any thing detrimental to the interest or declared objects of the Trust shall be removed by the Trust at a meeting of the Trust specially convened for the purpose and by a resolution approved by 2/3rd of the total members of the Trustees.

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19. Any amendment to the existing bye-laws of the Trust if found necessary shall be made with the approval of 2/3rd majority of the members of the Trustees.
20. No amendment to the Trust Deed will be made without the prior approval of the Commissioner of Income Tax.
21. The Trust shall be an irrevocable Trust, but the Board of Trustees shall with the approval of atleast 2/3rd of its members have the power to associate or amalgamate with any other Trust constituted for the purposes with similar objects as this Trust.
22. If the objects for which the Trust has been created shall fail and cannot be fulfilled the Trustees shall be at liberty to apply the Trust funds and the properties to any other objects or objects of a like nature which the Trustees may think proper.
23. In the event of the Trust being wound up or if the Trustees find that it is not possible for them to administer the Trust in conformity with the objects of this Trust the assets of the Trust shall not be returned to the Donor of the Trust or any of their nominees or relatives but shall be handed over to same other institution or Trust having similar or substantially similar objects.
24. In all other matters not specifically provided for herein the Trustees shall function in accordance with the provisions of the Indian Trust Act.
25. The market value of the properties dedicated and comprising of the Trust estate is Rs.60,000/-

  
Karodath Sayed Shibabudbeen alias Pookoya Thanga

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