

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

340127

केरल KERALA

TRUST DEED

PRESENTANT



ASHRAF

This Deed of Trust is executed on this the
1st day of September Two Thousand and Twelve
(01.09.2012)

ASHRAF

No 12175
28-8-12

Stod to Ashraf slo kadir kalaparakkal House
Lokamadeswaram, Villeg

TRUST
RS - 5000
1752
1002
5000



2012

271/W/2012

Presented in the office of the Subregistrar of Mathiakam with the Photographs and fingerprints of the buyer/seller/s and the presentant affixed under section 32A and fee of Rs. One thousand and two

Paid at 2.10 on the.....day of.....ly,
KALAPPURAIKAL REGISTRAR

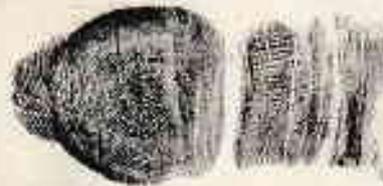
[Signature]

1st day of September 2012

[Signature]
K. J. SAHITHA BEEGAM
Sub Registrar

Execution admitted by

KALAPPURAIKAL ASHRAF *[Signature]*
S/o. KADIR, GULF EMPLOYEE, KODUNGALLUR



Identified by Witnesses

- 1) PUNNICATAN. ABDOUSALAM *[Signature]*
S/o. KUNIJUMOHAMED FARMER, PADINJARE VEMBACCHIE
- 2) Koyikkal Mose Deepakkamoy *[Signature]* S/o. *[Signature]* Nanna Advocate deode pullat

1st day of September 2012

[Signature]
K. J. SAHITHA BEEGAM
Sub Registrar

Registered as DOCT No. 271
of Book 4 Volume 269 Page
from 7 to 13 Contains 15
sheets.....1st.....Sheet

1st day of September 2012

[Signature]
SAHITHA BEEGAM
Sub Registrar



By **ASHRAF, Aged 61 Sixty one years, Gulf Employee, Son of Kadir, Kalapurakkal House, P.O.Kodungallur Pin 680664, (Holder of Indian Passport No.Z1904950 Dated 07.11.2010) Lokamaleswaram Village, Kodungallur Taluk, Thrissur District. (Hereinafter referred to as the SETTLOR),** which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assignees.

WHEREAS THE SETTLOR above named has been desirous of creating and establishing a Minority Charitable Trust.

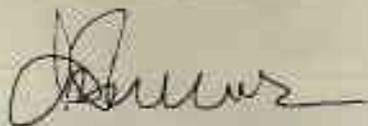
WHEREAS THE SETTLOR above named has settled a sum of Rs.50,000/- (Rupees Fifty thousand only) as a fund, in favor of the TRUSTEES of the Trust with a view to give effect to his desire of creating and establishing a Trust with the object to spread education in all fields and for achieving the said objectives to establish, maintain, run, develop and improve technical institutes, schools, colleges, nursing and/or other vocational institutions, industrial schools, Medical, Dental, Engineering and/or other Technical Colleges and/or such other similar institutions especially for the welfare and uplift of Muslim Minority in India and such other objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

WHEREAS the following four persons have agreed and accepted to be the first TRUSTEES (Hereinafter referred to as THE TRUSTEES which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assignees) of the Trust.

1.ASHRAF, Aged 61 Sixty-one years, Gulf Employee, Son of Kadir, Kalapurakkal House, P.O.Kodungallur Pin 680664, (Holder of Indian Passport No. Z1904950 Dated 07.11.2010) Lokamaleswaram Village, Kodungallur Taluk, Thrissur District.

2. DR.ABDUL MAJEED, Aged 36 Thirty-six years, Son of Abdul Gafoorghan, 'Hibba' Chandappura, P.O.Kodungallur, Pin 680664, (Holder of Indian Passport No. H4957279 Dated 07.09.2009) Lokamaleswaram Village, Kodungallur Taluk, Thrissur District.

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3. **ABDUL KAREEM**, Aged 55 Fifty-five years, Gulf Employee S/o. Abdul Razak, Naduvilakath House, P.O. Eriyad, Pin 680666, (Holder of Indian Passport No.Z1853976 Dated 17.01.2010) Eriyad Village, Kodungallur Taluk, Thrissur District.

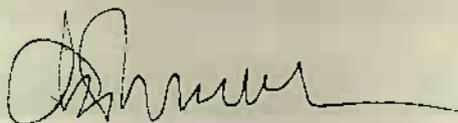
4. **MOHAMED SIDHIQUE** , Aged 51 Fifty-one years, Business S/o. Kochu Mohammed, Karukappadath House, P.O. Madavana, Pin 680666,(Holder of Indian Passport No.E4549323 Dated 04.03.2003) Eriyad Village, Kodungallur Taluk, Thrissur District.

AND WHEREAS THE TRUSTEES named above are willing to accept the office of the Trust for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS :

- 1) **The SETTLOR** above named hereby establishes a Public Charitable Trust by the name of **MUSRIS CHARITABLE TRUST** for the purpose and upon the conditions set forth hereunder.
- 2) **The TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees.
- 3) **The SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 50,000/- (Rupees Fifty thousand only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
- 4) **The office of the Trust** for the time being shall be at **K.B'S Complex, North Nada, Kodungallur, with Door No.517/Y** and with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 5) **The TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/or such investments as

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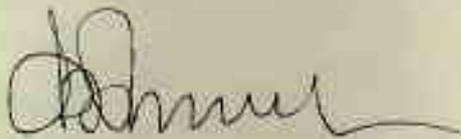
may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions, thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust are:

- i. To spread education in all fields and for achieving the said objectives to establish, maintain, run, develop and improve technical institutes, schools including pre-schools and nursery schools, colleges, nursing and/or other vocational institutions, industrial schools, Medical, Dental and /or other Technical Colleges and / or such other similar institutions especially for the welfare of Muslim Minority in India.
- ii. To establish, maintain and run students sponsorship, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to the students especially and predominantly belonging to the backward districts in the state of Kerala.
- iii. To improve quality of existing institutions through research, consultancy, management and intervention programs.
- iv. To do activities like relief to poor, medical relief and advancement of objects of public utility. Work towards the improvement of all classes of people through seminars, classes etc. of national importance.
- v. To evaluate students' abilities in academics, sports, cultural events etc and take effective steps to impart training in such areas
- vi. To carry out all similar and incidental activities for the advancement of Technical Education for the general public.

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II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above are the beneficiaries of the trust without discrimination of creed or sex.

III. PROPERTIES:

The trust properties shall consist of

1. The amount Transferred by the SETTLOR as mentioned above, towards the Corpus fund of the Trust
2. Any cash, kind, properties movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable.
3. All additions and accretions to the Trust properties and the income there from.
4. All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust.

The properties of the Trust shall be utilized for the objects set forth hereinabove and subject to the provisions and conditions herein mentioned.

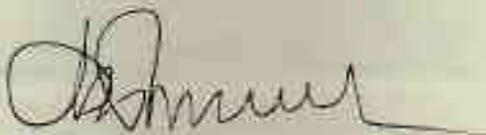
IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a Board of Trustees.

The total strength of the Board of Trustees shall not be less than three and not more than fifteen. The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term of office as per provisions contained herein.

The persons named above as Trustees shall automatically form the Board of Trustees.

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The term of office of the Trustees shall be a period of three years. At the end of the term of office of the Trustee, the Board of Trustees may, by simple majority, reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The first Managing Trustee of the trust shall be the person named as ASHRAF with serial number 1 among the Trustees mentioned above and he will hold office for a period of three years.

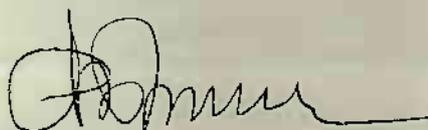
Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

In the event of the demise or relinquishment of office of the Managing Trustee, the remaining trustees shall elect one of the other Trustees as Managing Trustee. The term of office shall be for a period of three years.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board" subject to the presence of Quorum in the meetings. Any vacancy in the

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Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

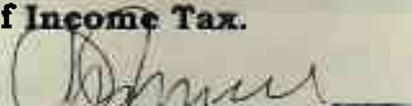
The Board of Trustees may remove any Trustee including the Managing Trustee from the Board by a resolution passed at the Board of the Trustees, if it is found that his/her activities are not congenial to the activities of the Trust, subject to the number of Trustees casting their vote in favour of the removal of the Trustee shall not be less than three fourth of total strength of Board at the time excluding the Trustee who is sought to be removed.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD :

A) The Board of Trustees shall have power to:

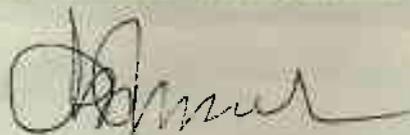
- 1. Administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.**
- 2. The Income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.**
- 3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.**
- 4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.**
- 5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.**

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6. To execute power of attorney or powers of attorney to any persons for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security and to repay the same.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund/property.
14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards

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furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income Tax Act, 1961.

16. For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of Executive Trustee, Secretary and Treasurer. The term of office for Executive Trustee, Secretary and Treasurer shall be for a period of two years from their date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Executive President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

B) ROLES, RESPONSIBILITIES AND POWERS :

The Roles, Responsibilities and powers of all these officer is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

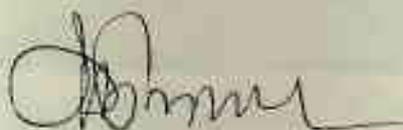
1) SETTLOR:

On the establishment of the Trust, the Settlor ceases to have any authority, powers or rights over the properties of the Trust.

2) MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations.

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on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorize to sign along with the Treasurer bank cheques, deposit release vouchers etc.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

3) **EXECUTIVE TRUSTEE:**

The Executive Trustee shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

4) **SECRETARY:**

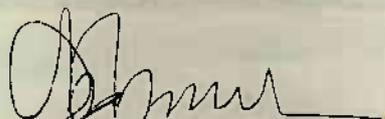
The Secretary shall maintain the records of the organization, prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Executive Trustee and/or the Treasurer where necessary. He/She is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

5) **TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place

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them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

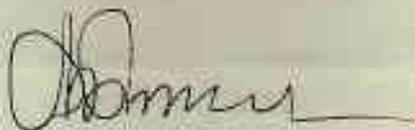
The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc, of the Trust.

VI) MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet at least once in every calendar quarter and may meet more often when required.

1. The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Executive Trustee to be the Chairman of such meetings. In the event the Managing Trustee or Executive Trustee are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
2. Unless otherwise agreed by all Trustees, the notice of the meeting shall be given at least seven days prior to the meeting.
3. One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.
4. All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

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5. Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
6. The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
7. The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VII. BANK ACCOUNT:

The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. The Board may also authorize any of the Trustees, by a resolution, to operate the bank accounts in such manner it may deem fit. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust. The Board may also authorize any of the trustees for borrowal of funds from Banks if necessary.

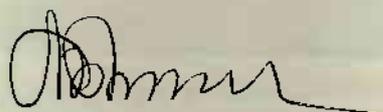
VIII. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

IX. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.

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- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of Account shall be placed before the Board for its approval within three months of the close of the financial year.

X. AMENDMENT:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

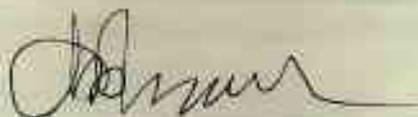
XII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIII. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust

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which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substitute or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XV. THIS TRUST IS DECLARED IRREVOCABLE:

The Deed of Trust hereby made shall be IRREVOCABLE

XVI. DISSOLUTION

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval of Commissioner of Income Tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

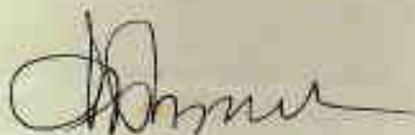
SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund, donated by the SETTLOR, as described in the Schedule below:

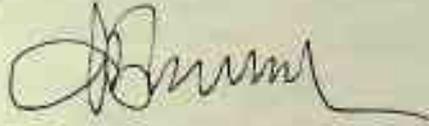
Cash contribution to the Corpus Fund of the Trust of Rs. 50,000/- (Rupees Fifty thousand only).

IN WITNESS WHEREOF THE SETTLOR here to have set and subscribe his hands hereto on the date above mentioned to these presents at Pappinivattom Village, Thrissur District, Kerala and to get it registered at Mathilakam Sub -Registrar office at Thrissur District.

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Witnesses :

1. Abdul Salam, Son of Kunjumammed, Punnilath House, P.Vemballur, Kodungallur Taluk, Selendy
2. DeepakKumar, Son of Udayavarma, Koyikkal House, Pullut Village Desom, Kodungallur Taluk.

PREPARED BY:

K.A.NAUSHAD, Advocate, Roll No. K 3014/1999, Naushad
Koodallur Complex, South Nada, P.O.Kodungallur-680664,
Thrissur District

Corrections and Interlineations : NIL

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