

51/4/10



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TRUST DECLARATION DEED



Mujeeb Rahiman



Noushad

THIS DEED OF DECLARATION OF TRUST made on this the 7th day of May, 2010 (Two thousand ten) BY 1. Pandikasala Mundotil Mujeeb Rahiman S/o Pandikasala Mundottil Yousuf, aged 35 years,

MUJEEB RAHIMAN *[Signature]*

NOUSHAD *[Signature]*

807 Kerala Value Rs 500/-
4-5-2010.

P.M. Mujeeb Rahiman,
STAMP VENDOR
EST NADAKKAVU, CALICUT-11
MPOORKOTH KARTHIK
Ernad, Andiporkuzha.

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

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business, residing at Mundottil House, Valiyaparamba P.O., Malappuram Dist., PIN-673637 (Andiyurkannu amsom and desom of Ernad Taluk (Permanent Account Number AQXPP4824C issued by Income Tax Department, Govt. of India) and 2. Pandikasala Mundottil Noushad S/o Pandikasala Mundottil Yousuf, aged 32 years, business, residing at Mundottil House, Valiyaparamba P.O., Malappuram Dist., PIN-673 637 (Andiyurkannu amsom and desom of Ernad Taluk (Identity Card No.KL/05/035/291705 issued by the Election Commission of India) hereinafter called as the 'Founders' and 'Founder Trustees'.

WHEREAS the Founders have been actively engaged in the field of philanthropic activities, public charities for providing education and financial help to the needy students and poor persons of the locality, other acts necessary for the welfare of the socially, economically and educationally backward classes of the society.

AND WHEREAS, the Founders being active members engaged in public charities and philanthropic activities are desirous of creating an endowment by setting apart and establishing a trust and fund for the following, having its territorial operation within the revenue district of Malappuram, Kerala State;

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6-5-2010

STAMP VERIFIED BY P. SATHYANARAYAN

P.M. Sathyanarayana

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- g) to establish and run institutions for promotion of traditional know-how, cultural heritage, socio-cultural activities or advancement of literature in Malayalam, English, Hindi, Arabic, Sanskrit, Urdu or any other language for the benefit of the society.
- h) to establish camps and courses for the promotion of physical and mental health, hygiene and healthy habits among the people of the locality.
- i) to co-operate with Governmental, quasi-governmental, non-governmental organizations, Universities, research institutions or societies or any other legal entities or individuals with similar aims and objectives and to avail of grants or loans to achieve the said objectives.
- j) to promote charitable activities for helping the poor and needy people, institutions or legal entities in the domain of the activities of the trust hereby created.
- k) to promote or engage in other forms of activities essential for the attainment of the aforementioned aims and objectives.

AND WHEREAS the Founders have decided to remain as Trustees for life of the public, charitable Trust hereby created and thus they shall be Founder Trustees till their death or legally disabled to perform their duties under these presents.

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MR. Mousad. G.H.

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AND WHEREAS the Founders have decided to appoint Chaliyadath Biyathutty D/o Pokkutty, aged 52 years, residing at Mundottil House, Valiyaparamba P.O (Andiyarkunnu Gramsom and desom of Ernad taluk) as the co-trustee for life of these presents along with the founders themselves upon the terms and provisions hereinafter contained and the Founders shall have the right to appoint two more persons as trustees in order to constitute a Board of Trustees.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In order to effectuate the said object of creating and establishing a public charitable trust, the Founders have delivered to and made over to the Trustees mentioned hereinafter a sum of Rs. 10,000/- (Rupees ten thousand only) with an intent to part With all his right, title, interest and claim therein and vest the same in the Trustees to have and to hold the same and the investment or investments for the time being representing the corpus of the trust and all other properties that may for the time being represent the trust estate together with all additions and



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accretions thereto and all accumulated income thereof and all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as 'the trust fund') for the charitable aims, objects, purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained of and concerning the same.

2. The name of the trust hereby constituted shall be "PANDIKASALA MUNDOTTIL YOUSUF CHARITABLE TRUST, PULIKKAL" and the office of the trust shall be situated at Door No.XVIII/406, Valiyaparamba P.O., Malappuram District, which may be shifted to any other place or places, as the trustees may deem fit and proper at their sole discretion.
3. The objectives of the Trust shall be:
 - a) to establish and maintain public charitable institutions for the upliftment of the socially, economically and educationally backward classes of the society
 - b) to establish and manage educational institutions, both general as well as technical or vocational, for providing education to the weaker sections of the society irrespective of religion, community, caste or creed
 - c) to establish institutions for imparting moral values and ethics to the people of the locality
 - d) to establish and run hostels attached to or adjacent to educational institutions at affordable cost to the needy students
 - e) to organize special classes, camps, or courses to impart training for eradication of poverty, alcoholism, drug abuse or addiction, other social evils engulfing the modern society
 - f) to establish and run professional or special educational centres or institutions, industrial units, medical centres for providing assistance and help to poor people of the society, physically and mentally challenged persons or others in dire need of help occasioned by special and compelling reasons and circumstances whatsoever
 - g) to establish and run institutions for promotion of traditional know-how, cultural heritage, socio-cultural activities or

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advancement of literature in Malayalam, English, Hindi, Arabic, Sanskrit, Urdu or any other language for the benefit of the members of the society

h) to establish camps and courses for the promotion of physical and mental health, hygiene, healthy habits among the people of the locality.

i) to co-operate with Governmental departments, quasi-governmental, non-governmental organizations or entities, Universities, research institutions or societies or any other legal entities or individuals with similar aims and objectives and to avail of grants or loans to achieve the said objectives.

j) to promote charitable activities for helping the poor and needy people, institutions or legal entities in the domain of the activities of the trust hereby created.

k) to establish small scale industries, service centres, erecting housing projects for the poor or other charitable activities as decided by the Trustees essential for the attainment of the aforementioned aims and objectives

l) to acquire or sell movable and immovable properties for the purpose of attainment of the above aims and objectives

m) to promote or engage in other forms of activities essential for the attainment of the aforementioned aims and objectives

4. If any one or more of the objects specified in clause (3) of these presents are held not to be objects of a public, charitable nature, the Trustees shall not carry out such object or objects as if the same are not incorporated in these presents but the validity of the Trust created by these presents as a trust for public, charitable purposes shall not be affected in any other manner.
5. The financial year 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 it fit and proper. The first financial year of the Trust shall close on 31st of March, 2011.
6. The Trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust properties of the Trust hereby created decide the particular object or objects

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for which the income or corpus of the Trust fund or properties for the time being available shall be applied to.

7. The Trustees may accept any donation, contribution or grant either in cash or in kind, from any person, firm, company, Government, quasi-government agency, association, institution, society or Trust (including the Founders or the Trustees or any one of them) either domestic or from abroad for the furtherance of the objects of the trust for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the object of the Trust. The Trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and manage such institutions in accordance with terms and conditions incorporated herein.
8. Appoint Volunteers or paid staff for the effective and smooth management of trust properties and institutions under its administrative control.
9. Without affecting the generality of powers and functions of the trustees to manage and administer the trust, the Board of Trustees shall have the following, authorities, powers or functions;
 - i) to borrow money if needed, against the security of the assets of the trust by way of bank loan or overdraft, term loans from financial institutions or otherwise as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust. Provided however that the trustees shall unanimously or by majority may make such decisions regarding borrowing and may authorize two or more of the trustees to execute documents like agreements, memorandum of deposit of title deeds, or other documentary evidence in the form of promissory notes, cheques, receipts etc. as may be necessary in connection with the same.
 - ii) to arrange for or authorise the execution or signing of any agreement, contract, instrument/document or any other records in writing required to be signed or executed for and on behalf of the Trust by either the Founder Trustees and any of the trustees and to make the same effective and binding upon the trust as if

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the said agreement, contract, instrument or document or paper or writing were signed by all the trustees for and on behalf of the Trust hereby envisaged.

iii) to appoint or make provision for the appointment of a sub committee of trustees or others to attend to or supervise or conduct specified jobs or functions of trust matters in such manner and style subject to such rules and regulations as the trustees may prescribe from time to time.

iv) all other trustees, except the Founder Trustees and the co-trustee appointed by them as per these presents may retire from office after two years and they shall be replaced by another set of trustees as detailed hereunder.

v) to authorise any one or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper in the interest and welfare of the Trust.

vi) to spend any portion of the corpus or the income of the trust fund for purchasing any land, machinery or movable properties and or constructing any building or buildings or for any other activity ratified by the Board of Trustees hereafter for and in the name of the trust for the purpose of carrying out, promoting and or executing any or all of the objects of the trust.

10. The Trustees shall cause true and accurate accounts to be kept of all amounts and things received and spent and of all matters in respect thereof in course of the management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all assets, credits and effects of the trust properties.

11. The Trustees may invest the trust estate either by purchasing specific movable or immovable properties or by mortgaging immovable properties or in such other manner as allowed by law or as may be in force from time to time and to convert, alter, vary, dispose of or transfer such investments from time to time. Provided always that such investments shall not be made which

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are directly or indirectly for the benefit of any person referred to in sub-section (3) of Section 13 of Income Tax Act, 1961 or any subsequent amendments as may be made from time to time.

12. If the income from the trust property in a particular year is not fully utilised, the unexpended income subject to the applicable provisions of the Income Tax Act, 1961 shall be carried over to the next year or years and may be spent in such subsequent year or years for the advancement of any of the object of the trust.
13. The trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretions think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid title and effect receipts and discharge for all monies received by them.
14. The Founder Trustee P.M. Noushad shall be the Managing Trustee for life and he along with either the co-founder trustee or any of the other trustees shall be elected as Treasurer of the trust as laid down below jointly shall keep an account or accounts of the trust with any Bank or banks, to operate such account or accounts either in debit or in credit, and to give all appropriate instructions to the banker or bankers concerning the operation of such account and negotiable instruments and other legal documents shall be executed and signed by the said persons for and on behalf of the trust.
15. The Trustees may pay all charges, expenses or costs payable in respect of any immovable property for the time being forming part of the trust fund and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire or by other forms and may incur all other costs, charges and expenses incidental to the administration and management of the trust estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit and proper.

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16. The Trustees may manage or supervise the management of any lands, assets and appurtenant structures for the time being vested in the Trust Estate or any part thereof with power to erect, pull down, rebuild, add to, alter and repair houses and other buildings and to build drains and make roads and fences or otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, structures and premises and to insure houses and buildings against loss or damage or foreseeable risks or to let, lease, make allowances to and arrangements with tenants, agriculturists and generally to deal with the said lands, structures and premises as they may deem fit in their absolute discretion.
17. The Trustees may appoint Managers, Teachers, Tutors or Faculty Members, Lawyers, Solicitors, Auditors, Clerks or any other experts or qualified, skilled or semi-skilled employees permanently or part-time basis for the effective management and supervision of the Trust Estate or institutions under the trust and management of funds and for any other purposes of the trust.
18. The Trustees may also establish its office at such other place or places and may change such places from time to time as they may think fit.
19. The Trustees by majority decision may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly leases or licence at such rent or fee subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.
20. The Trustees shall have full power to compromise or compound all deeds or actions, suits, claims, petitions, complaints, appeals or revision petition or any other legal proceedings and settle differences and disputes touching the trust estate or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the trust fund or estate and to do all other acts and deeds effectively

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without being liable or answerable for any bonafide loss occasioned thereby.

21. The Trustees may join, co-operate and amalgamate the trust created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.
22. The Trustees may from time to time frame schemes, rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper and the Trustees shall be entitled to form an Advisory Committee consisting of eminent personalities in the specific fields or subjects or activities of the trust and scholars of repute and acceptance.
23. The receipts granted by the Managing Trustee and the Treasurer elected from among the Board of Trustees for any money, stocks, funds, shares, securities, or investments paid, delivered or transferred to them in exercise of the management of trust or powers hereof shall effectively realise and discharge the person or persons paying, delivering or transferring the same thereof and from being satisfied or from being bound to satisfy the application thereof or being answerable for the loss or misapplication thereof.
24. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institution or industry and to impose any condition or conditions to any portion of the trust property or income for any particular object or objects.
25. The Trustees may reimburse themselves and pay and discharge out of the Trust fund all expenses incurred by them in or about execution of the trust objectives or any of their duties under these presents including travelling expenses, but will not be entitled for any remuneration thereof.
26. The 2nd Founder Trustee P.M Noushad shall remain as the Managing Trustee of this Trust for life and to preside over the

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NOUSHAD *[Signature]*

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meetings of the Board of Trustees and it shall not be competent for the trustees by any rules made or resolution passed by them or otherwise to deprive him of this privilege, but he may waive such privilege as and when and so often as he pleases.

27. All the trustees except the Founders and the co-trustee have to retire after the completion of their term of two years from the date of assumption of their office and the vacancy of such trustees shall be filled up by the Founder Trustees by consensus. In case of death of the Founders or the co-trustee, the survivor shall have the authority to appoint a person as a trustee to fill up the vacancy, if any, for the time being. After the death of both the Founders and the co-trustee, the authority to appoint other trustees shall vest with the remaining trustees as per majority decision.
28. The number of trustees shall be not more than 5 (Five) and the Board of Trustees shall elect a Secretary and Treasurer from among them for a period of two years, such Secretary shall record the minutes of the meeting of the Board of Trustees and the Treasurer shall maintain true and correct account of income-expenditure of the trust as detailed above.
29. Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.
30. Three Trustees at a meeting shall form quorum for any meeting of the Board of Trustees.
31. All proceedings and questions and matters arising at the meeting of the trustees shall be decided by a simple majority of votes and in case of equality of votes, the Managing Trustee shall have a second casting vote PROVIDED HOWEVER that not withstanding anything herein stated no question dealing with the disposal of the corpus shall be decided except with the written consent of the Managing Trustee.
32. A resolution in writing circulated amongst all the trustees and signed by the majority of trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.

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MOUSHAAD *G. S.*

33. Notice of the meeting of the Board of Trustees and all other communications may be sent to the trustees at their address registered for the time being in the records of the trust and the Secretary is liable to convene the meeting and on his failure to do so, the Managing Trustee is empowered to convene the meeting in order to protect the interest or aims and objects of the trust.
34. All meetings of the trust shall be held at such place and at such time being in the records of the trust and the proceedings must be recorded in writing in the form of minutes by the Secretary in his own handwriting.
35. A trustee who is unable to be present at a meeting of the trustees may send his views on the agenda in writing and such expression of opinion shall be taken and construed to be his vote on the matter or matters under consideration.
36. The minutes of the proceedings of every meeting of the trustees shall be entered in a book to be kept for that purpose and signed by the person who has chaired such meeting and all other trustees the minutes thereof shall be read over before the next meeting and the same shall be conclusive evidence of the business and other matters transacted at such meeting.
37. No person, being
- i) an insolvent; or
 - ii) convicted for any criminal offence or legal proceeding involving moral turpitude; or
 - iii) of unsound mind;
 - iv) or a minor, shall be a trustee.
38. A person shall cease to be a trustee in any of the following events.
- a) if he dies or
 - b) if he become bankrupt or insolvent
 - c) if he becomes insane or otherwise become mentally or physically or legally incapable to act, or
 - d) if he resigns from his office.

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NOUSHAD. G. Jy

39. When a new or additional trustee is being appointed, and his acceptance in writing of the said appointment is made, the trustee thus appointed shall manage the trust property and fund along with other trustees for the time being and he will be entitled to carry out all the duties, responsibilities and functions of a trustee without any other further deed or document in writing.
40. The Board of Trustees shall be entitled to sue in the name of the Trust, may similarly be sued in the name of the Trust. The Managing Trustee shall represent the Trust in all legal proceedings and he is also empowered to delegate his authority for representation, to appear before all courts of law civil, criminal or revenue, Central and State Government departments, taxation authorities or any other statutory authority, forum or tribunal, to any other trustee or trustees as and when required.
41. The Board of Trustees may by a unanimous vote of all trustees for the time being except the trustee or trustees proposed to be removed, may remove any trustee or trustees from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs or acting against the interest and welfare of the trust or its aims and objects, after arriving at a definite conclusion and for the reasons to be recorded in writing that the continuance of the trustee proposed to be removed as a trustee or his presence is not desirable and detrimental to the interest, welfare and to the objects of the trust in view of the said misconduct, malfeasance and misfeasance or any other related or connected matters or reasons. Provided, however, that no conclusion of such guilt shall be arrived at without giving to the trustee proposed to be removed a full and fair opportunity of explaining his conduct or against the charges levelled against him for his removal in tune with and in compliance with the principles of natural justice and the decision of the Board of Trustees in this behalf shall be final and binding and such decisions shall not be questioned anywhere else.
42. This is purely a charitable trust and the income and property of the trust whenever derived shall be applied solely towards the promotion of the objects of the trust and no portion thereof shall

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 INTERPRETATION
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be applied or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Trust. Provided, however, that nothing contained herein shall prevent the payment in good faith of the remuneration for services actually rendered by servants and employees under the trust.

43. The Trust hereby created is irrevocable and the beneficiaries under the Trust shall not be restricted to any particular religion, caste or community or creed.
44. If at any time the objects of the Trust becomes impossible for performance, the trust properties and funds belonging to the Trust shall be utilised based on the doctrine of cy pres in tune with the laws of the land.
45. In the event of winding up or dissolution of the Trust there remains any excess, shall be transferred to any trust or charitable society, having similar objects of a charitable nature, or else it shall vest with the Government.
46. No immovable properties have been effected or conveyed with this trust deed.
47. Amendments to this trust declaration deed shall be made only with the prior approval of the Commissioner of Income Tax, Kerala and it shall be made by simple majority in a meeting convened for the said purpose.
48. The initial fund of the Trust is Rs. 10,000/- (Rupees ten thousand only) and this instrument is prepared on stamp paper worth 1700/- (Rupees One thousand seven hundred only) under Art.57 of the Kerala Stamp Act.

IN WITNESS WHEREOF THE FOUNDERS have executed these presents on the day, month and year first above written in the presence of the witnesses shown below at Andiyurkunnu amsom and desom, within the limits of Pulikkal Grama Panchayath.

Witness

1. Kachadama Kachadama
S/o Sairadavari
P.O. Puthiyode Kunn

2. Perumba Katti Hamsa
S/o Abdulrahman P.O. Kuzhimanna

1. MUSEERABURAHMAN M. J.

2. Moushad. M.

FOUNDER TRUSTEES

Drafted and manuscript portions written by: P. Saithoonath, L.No. MDA 196; MSA348 Kuzhimanna
P.O. PIN - 673 641. *Saithoonath*
Computer Print out ; corrections and interlineactions : Nil

MUSEERABURAHMAN M. J.
Moushad. M.