

BKTV 160/08-02

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

12



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

FAIZUL ISLAM ACADEMY OF GENERAL EDUCATION

(Registered under the Indian Trust Act 1882)

DEED OF TRUST

This declaration of Trust is made and executed on this day...^{14th} of March 2007, executed by **Mr. Shamshuddin Yousuf Saheb**, S/o Mr. Late Shiekh Yousuf Sahib, aged 57 years, resident of 'shams' kodiyaiguttu'(east) 3rd cross, M.G. Road, Mangalore, Karnataka, India; hereinafter called the **"FOUNDER & AUTHOR OF THE TRUST"** (Which expression shall, unless it is repugnant to the context or meaning hereof, mean and include his heirs, legal representatives, successors, administrators, agents, nominees and assigns do hereby appoint and nominate the following persons as the Trustees of FAIZUL ISLAM ACADEMY OF GENERAL EDUCATION, TRUST.

1. **Mr. Kaup Hafeezuddin**, S/o Mr. A.Z. Jawad ali, Aged:48 years, Jawead building, P.O.kaup- 574106, Udui District.
2. **Mr. Mohammed Farooghuddin**, S/o Mr. A. Z. Jawad Ali, Aged:45 years, 'Kaashana', Jayshree Gate, Bikarnakatta, Mangalore- 575005.
3. **Mr. Luthfulla Kazi**, S/o Kazi Mohammed Shariff, Aged : 44 years, Shariff Manzil, Mallar Kapu - 574106, Udupi District.
4. **Mr. Mohammed Sabir Jawad**, S/o Mr. A.Z. Jawad ali, Aged : 41 years, Flat no - 63N - 5th Floor, Shanthananda Apartment, Near Christian High School, Udupi - 576101.



Sub Registrar

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118+
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ಮೊಂಡವೆ ಹಾಗೂ ಮುದ್ರಾಂತ್ ಇಲಾಖೆ
Department of Stamps and Registration

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಳಗೆ 10 ಎ ಅಡಿಯಲ್ಲಿಯೇ ಪ್ರಮಾಣ ಸತ್ತ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಪಡೆದ ಪಾನತಿಯ ವಿವರ
ನಗದು ರೂಪ	50.00	ರಶೀದಿ ನಂ: 8711 ಹಿರಿಯ ಉಪವಿಭಾಗದ ಅಧಿಕಾರಿ, ಮಂಗಳೂರು ನಗರ ದಿ: 2/3/07 ನಟಲಾ ಪ್ರತಿ
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	3000.00	'ಬ್ಯಾಂಕ್‌ನಾ ಚೆಕ್ ನಂ - 361329 ಎಸ್.ಬಿ.ಐ, ಮಂಗಳೂರು ದಿ: 14/3/07
ಒಟ್ಟು :	3050.00	

The
 and Highway
 Bangalore City

Designed and Developed by C-DAC ACTS Pune.



Hereinafter jointly referred to as "**TRUSTEE**". WHEREAS the FOUNDER TRUSTEE is desirous of establishing a trust for Public Charitable objects.

The "FOUNDR TRUSTEE" expression wherever the context and persists shall mean and include his executors, administrators, legal representatives and assigns and the FOUNDER TRUSTEE shall be known as the Managing Trustee.

AND WHEREAS the TRUSTEES have at the request of the FOUNDER TRUSTEE, agreed to act as the first TRUSTEES of these presents as testified by this being parties to and executing these presents. There shall be FIVE TRUSTEES for the Board of TRUSTEES including the FOUNDER TRUSTEE. And all the FOUR TRUSTEES are nominated and appointed by the FOUNDER TRUSTEE.

AND WHEREAS it is necessary to declare the objects and terms of the Public Charitable Trust, being contributed under these presents.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- I. That, in order to effectuate his aforesaid desire the FOUNDER TRUSTEE has set apart and handed over to the TRUSTEES, a sum of Rs. 20,000/- (Rupees Twenty Thousand only) hereinafter called the "Trust Fund" and the TRUSTEES shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.
- II. That the name of the trust shall be "**FAIZUL ISLAM ACADEMY OF GENERAL EDUCATION**" and its office shall for the present be situated at "Shams", 3rd Cross, Kodialguttu East, M.G. Cross Road, Mangalore - 575003, and /or at such other place or places as the TRUSTEES may decide from time to time.
- III. **That the objects for which the Trust is established are:-**
 1. To establish, develop, maintain and grant in aid in cash or in kind to Schools, Colleges, Medical Colleges, Engineering Colleges, Dispensaries, Maternity Homes, Hospitals, Child and



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of 2006
11th
12th
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Sub-Registrar
Mangalore



Print Date & Time : 14-03-2007 04:54:21 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 160

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಮಂಗಳೂರು ಟೌನ್ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 14-03-2007 ರಂದು 04:48:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಫೀಯೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ.
1	ಮೋದರ್ನ್ ಶುಲ್ಕ	1000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	450.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	1550.00

ಶ್ರೀ ಶಂಕುಧೀವ್ ಯೂಸೂಫ್ ಸಾಹೇಬ್, ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಚಪ್ಪಟೆ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಶಂಕುಧೀವ್ ಯೂಸೂಫ್ ಸಾಹೇಬ್			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಚಪ್ಪಟೆ ಗುರುತು	ಸಹಿ
1	ಶಂಕುಧೀವ್ ಯೂಸೂಫ್ ಸಾಹೇಬ್ (ಬರೆದುಕೊಡುವವರು)			


ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಮಂಗಳೂರು ಟೌನ್




ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಮಂಗಳೂರು ಟೌನ್

Women Welfare Centres and / or such other similar institutions in India for the benefit and use of the General Public.

2. To establish, run, support and grant in aid or other Financial Assistance to Schools, Colleges, Libraries, Reading Rooms, Laboratories, Research and Other Institutions of the like nature in India, for the use of the students and the staff and also for the development and advancement of education & diffusion of knowledge amongst the Public in General.

3. To establish, maintain and run Studentships, Scholarships and render other kind of aid to students including supply of Books, Uniforms, Stipends, Medals and Other Incentives to Study, without any distinction as to caste, Colour, Race, Creed and Sex

4. To establish, maintain and run Hostels, Rest House, Home for Aged, Orphanages or other establishments for the relief and help to the Poor, needy and destitute people, Orphans, Widows and aged persons.

5. To establish, maintain and run Staff Quarters, Kitchen, Canteens and Guest Houses for the benefit of the Staff and Visiting Dignitaries of the Trust.

6. To construct repair and manage the buildings for Schools, Colleges, Other Institutes established by the Trust, Prayer Halls, Meeting Halls, Laboratories, Libraries etc. required for the use of the Children/ Staff and General Public.

7. To grant aid or render assistance to other Public Charitable Trusts, Society's and Other Institutions.

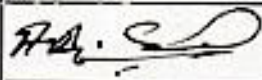
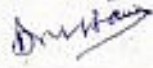
IV. That the Trust Fund may be augmented by the income from the initial fund and also by donations and other contributions from the donors and wellwishers from time to time.

V. That each of the TRUSTEES shall contribute Rs. 10,000/- (Rupees Ten Thousand only) which shall form the part of the asset of the Trust.



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Sd/- Registrar

ಗುರ್ತಿಸಲ್ಪಡುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿವರ	ಸಹಿ
1	ಎ.ಆರ್.ಸಮರಾಂ, ಬಿನ್ ಜಿ.ಎಮ್.ಅಬ್ದುಲ್, ಫಲಗ್ರಾಂ, ಮಂಗಳೂರು	
2	ಜಾಹೀದ್ ಹುಕ್ಯೆನ್ ಬಾಬಿ, ಬಿನ್ ರಿ.ಯುಸೂಫ್ ಸಾಹೇಬ್ ಬಾಬಿ, ಮಂಕಿ ಸ್ಕ್ವೇರ್, ಮಂಗಳೂರು	



ಮೂಲಪತ್ರಿಕೆಗೂ ನಕಲು ಪ್ರತಿಗೂ ವೈತ್ಯಾಸವಿಲ್ಲ ನಕಲು ಪ್ರತಿ ಸಂ- 1

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4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ 'MGCD-4-00160-2006-07 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ MGCD57 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 14-03-2007 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


ಸಹಿ ರಜಿಸ್ಟ್ರಾರ್ (ಮಂಗಳೂರು ಟೌನ್)

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VI. That the Trust Fund shall not be applied for any purpose other than those specified in para III herein above.

VII. That the funds and the income of the Trust shall be solely utilised for the achievement of the objects and no portion of it shall be utilised for the payment to the Trustees by way of profit, interest, dividend, etc.

VIII. That the TRUSTEES shall always maintain proper accounts of the Trust which shall be kept at the office of the Trust.

IX. **That for the furtherance of the objects of the Trust the TRUSTEES shall have the following powers:-**

1. To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or Trust, with or without conditions.
2. To apply the whole or any part of the income of the Trust, or the Trust Fund or accumulations thereto, to any one or more of the objects of the trust, as the TRUSTEES may, in their discretion, deem fit from time to time.
3. To convert and deal with the Trust property and/or any investments for the time being.
4. To invest the Trust Fund either in the purpose of mortgage of immovable property or in shares, stock or debentures or other securities and investments, or in deposits with or loans to any company, bank firm or any other person, and to alter, vary or transpose such investments, from time to time at the discretion of the TRUSTEES.
5. To borrow or raise or secure payments of moneys and also to lend money either with or without security.
6. To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.



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7. To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent to such terms and conditions as the TRUSTEES in their discretion may think fit.
8. To open account in the name of the Trust or Institutions run/ conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the TRUSTEES or by an agent appointed by the TRUSTEES.
9. To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
10. To appoint constituted attorneys or agents and to delegate to such attorney or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.
11. To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees, directors, administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulations as the TRUSTEES may prescribe and also to appoint or provide for the appointment of separate TRUSTEES to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the TRUSTEES may from time to time think fit.
12. To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.



[Handwritten signature]

13. To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
14. To set apart and/or allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the Trust.
15. To join, co-operate or amalgamate this Trust with other or others having kindred or allied objects, upon such terms and conditions as the TRUSTEES may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.
16. To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organisations of Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organisation to TRUSTEES to start maintain, or carry out such charitable objects.
17. To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.
18. To borrow moneys either on the security of movable & immovable property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the TRUSTEES to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
19. To apply the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts,



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subscriptions and other assistance with a view to promoting the objects of the Trust and to discuss and negotiate with the Government Departments, public and other bodies, corporations, companies persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.

20. To take over or amalgamate with any other charitable trust, society, association, or institution with similar objects.
21. To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other trust with this Trust.
22. To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.
23. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any one or more of the trusts, societies, institutions or associations with which this Trust is authorised to amalgamate.
24. To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the trust, societies, institutions or associations with which this Trust is authorised to amalgamate.
25. To transfer and hand over the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the Society, Corporation, Institution, Trust or Organisation with the powers, provisions,



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agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust Fund. The Trustees for the time being of these presents shall become discharged from the Trust hereof relating to Trust Funds so transferred.

26. The TRUSTEES shall apply the funds and properties of the Trust (Corpus and Income inclusive) for all or any of the objects for which this trust is established. However, the TRUSTEES shall have absolute discretion in the matter of management of funds, properties and affairs of the Trust and in the matter of exercise of various powers conferred on the trust and in the matter of regulating as to how much and for what particular purpose the funds and properties of the Trust shall be applied from time to time, and no action of the TRUSTEES shall be questioned or invalidated on the ground that the said powers and discretion have been exercised imprudently. The doctrine of 'Cy-pres' shall apply if the execution of the Trust becomes inexpedient or impracticable.

27. The funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1)(d) read with Section 11(5) of the Income Tax Act 1961 as amended from time to time.

28. No amendment to the Deed of Trust and the Rules and Regulations shall be made which may prove to be repugnant to the provisions of Sections 2(25), 11, 12, 13 and 80G of the Income Tax Act, 1961.

X. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept.



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- XI. The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.
- XII. The number of the Trustees shall not be less than two and more than eleven. If the number of the Trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act so long as the number is below the said minimum.
- XIII. The Managing TRUSTEE for the time being will be at liberty to appoint additional Trustee within the number mentioned above for such period or on such terms as to retirement and reappointment as the trustees for the time being consider proper. A person shall cease to be a Trustee either:
1. If he without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or
 2. If he is requested to resign by $\frac{3}{4}$ th or as near thereto as possible of the remaining Trustees.
- XIV. Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so.
- XV. The Trustees may from time to time frame rules for the conduct and regulations of the meetings of trustees. In the absence of such regulations:-
1. Two Trustees shall form a quorum for a meeting of the Trustees.
 2. All matters will be decided mutually by the Trustees.
 3. Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees.
- XVI. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity



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be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust for any purpose not authorised by these presents.

XVII. The accounting year of the Trust shall be the financial year ending on 31st March every year. The TRUSTEES shall maintain true and correct accounts of the receipts, expenses, funds and properties of the Trust and an Income and Expenditure account and balance sheet shall be prepared periodically at convenient intervals or annually as the TRUSTEES may decide and these shall be duly audited annually by a Chartered Accountant.

XVIII. The Trust and the Trust funds shall be and irrevocable for all times.

XIX. The TRUSTEES reserve the power to modify or alter this deed so as to bring out the intention should the same have not been expressed clearly and correctly in this deed, or so as to be in consonance with the Income-tax Act, 1961 as it stands amended from time to time. Such alternation or modification shall not be repugnant to the provisions of section 2(15) or 80G or 80F of the Income-tax Act, 1961 and it shall not alter in any way the nature or character of the Trust. Not with standing anything neither the Founder nor the TRUSTEES shall have any power to revoke this Trust at any time.

XX. It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose outside India or for any purpose which is not a charitable purpose in law, and all provisions hereof shall be construed accordingly.

XXI. And it is hereby agreed and declared that not with standing anything herein contained if shall be lawful for the TRUSTEES to alter, vary, transfer or amend the clauses at any time in its absolute and uncontrolled discretion think fit without assigning any reason with two third (2/3) majority of the existing TRUSTEES. But, no amendment shall be carried out without the prior approval of the



XXII. DISSOLUTION:

In the event of Dissolution or winding up of the Trust, the Assets remaining as on the date of dissolution shall under no circumstances be distributed among the TRUSTEES, but the same shall be transferred to another Charitable Trust, Society, Association or Institution whose objects are similar to those of this Trust and which enjoy recognition under Section 80G of the Income Tax Act, 1961 as amended from time to time.


IN WITNESS WHEREOF the FOUNDER TRUSTEE has hereunto seen and subscribed his signature, on the day, month and year first mentioned hereinabove.




**Shamshuddin Yousuf Saheb
(FOUNDER TRUSTEE)**

WITNESSES:


1.


Zahid Hussain Bajji
S/o. Late Yousuf Sahib Bajji
A04, Konjoral eswil
Honkey Stand, Mangalore - 575 001.

2.


A.R. SARMA
S/o G. M. Abbas
'FORTUNE' Falmir
Mangalore.

Drafted by:


U. Mohammed Ali
Advocate
M.F. 401 Fortune,
Falmir, Mangalore-1.

