

500RS.

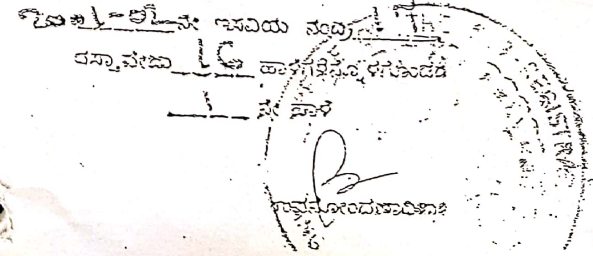


KANACHUR ISLAMIC EDUCATION TRUST

CHAPTER - I

THIS DEED OF TRUST is executed on this
20th day of September 2001, by :

JANAB U.K. MOMU, aged about 47 years, S/o
Late Kojabba, Managing Director of Kanachur Group
of Industries, "Kanachur House", University Road,
Birlakatta, ~~which~~ hereinafter called the "FOUNDER"
which expression shall, unless it be 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 KANACHUR ISLAMIC EDUCATION
TRUST.



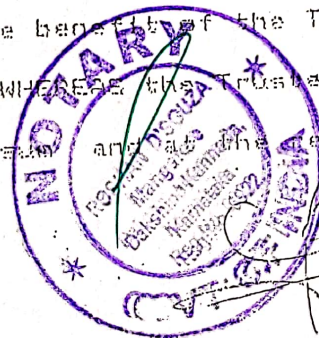
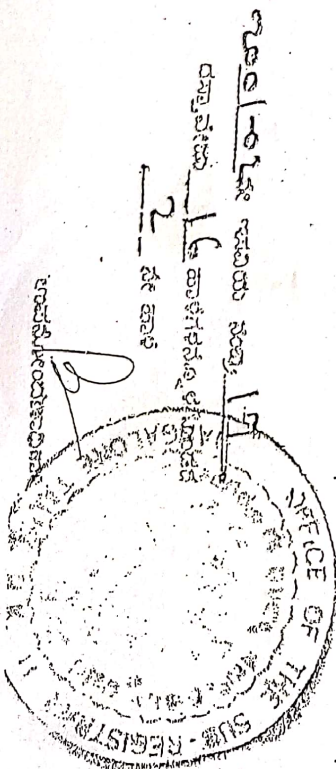
- (1) MRS. ZOHARA, W/o U.K. Monu, aged about 37 years, R/o "Kanachur House", University Road, Derlakatta, Mangalore.
- (2) MRS. UMAI BANU, D/o U.K. Monu, aged about 17 years, R/o "Kanachur House", University Road, Derlakatta, Mangalore.
- (3) MR. ABDUL RAHEMAN, B.Com., S/o U.K. Monu, aged about 18 years, R/o "Kanachur House", University Road, Derlakatta, Mangalore.
- (4) KUM. FAREEDA, D/o U.K. Monu, aged about 14 years, Minor, R/o "Kanachur House", University Road, Derlakatta, Mangalore.
- (5) KUM. ABIDA, D/o U.K. Monu, aged about 13 years, (Minor), R/o "Kanachur House", University Road, Derlakatta, Mangalore.

hereinafter referred to as the "TRUSTEES" which expression shall wherever the context so requires mean and include their co-trustees and successors-in-office as Trustees of the other part.

WHEREAS the Founder herein being of a charitable disposition has been desirous of creating a trust in perpetuity for the purpose of uplifting the poor and illiterate masses in the backward area especially rural/Village and to provide quality education to the poor and downtrodden and moral upliftment of the poor and for providing medical relief and aid to the poor.

WHEREAS the Founder is possessed of a sum of Rs. 5,000/- (Rupees Five thousand only) and he desires to use the said amount on TRUST hereinafter for the benefit of the Trust.

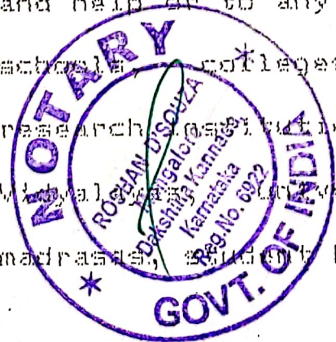
WHEREAS the Trustees hereto have received the said sum and as per the request of the Founder have



given their consent to act as Trustees along with the Founder for administering and maintaining the affairs of the Trust in accordance with terms and conditions hereinafter provided.

WHEREAS the Founder and the Trustees are desirous to reduce in writing the terms and conditions of the Trust. NOW THEREFORE, THIS DEED OF TRUST OF KANACHUR ISLAMIC EDUCATION, WITNESSETH AS FOLLOWS:-

1. The name of the Trust shall be "KANACHUR ISLAMIC EDUCATION TRUST".
2. The office of the Trust shall be situated at KANACHUR HOUSE, University Road, Derlakatta, Dakshina Kannada District and it shall be open to the Trustees to establish administering office or sub-office of the Trust at such other place or places as may be found necessary from time to time by mutual consent. The trustees have decided to register this Trust Deed at Mangalore Taluk.
3. The Objects of the Trust are the following;
 - (a) To provide foreducation, including establishments, acquisition, maintenance, support and help or to any educational institutions such as schools, colleges, libraries, reading rooms, research institutions, Bala mandirs, study circles, universities, museums, patashalas, madrasahs, student hostels, educational institutions



[Signature]

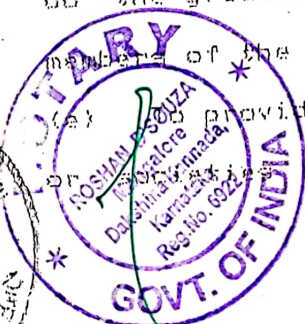
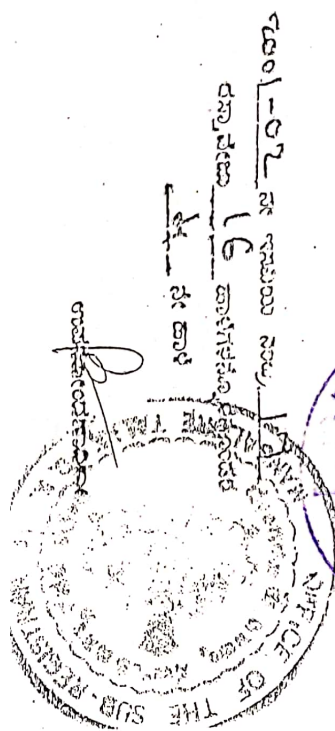
giving instructions in sports, games, physical training etc. and for institutions giving help, assistance, scholarship, grants, prizes, books and other articles for educational purposes to children of all castes, creed, community, sex, race and religion;

(b) To establish, run and manage educational institutions solely for educational purposes and not for purpose of profit.

(c) To devise means for disseminating education and to promote the study of all the languages, culture and heritage and to propagate and promote literary and cultural arts and such other activities.

(d) To establish, open, maintain, run and manage nursery schools, kinder garden, industrial training centres and such other educational and vocational schools or institutions and to give instructions vive voce or by post or lectures or other media to both sexes for the purpose of teaching in arts, crafts, science, religion and studies relating to engineering industries, medicines, humanities, and morality so as to bring out distinctive qualities inherent in each young individual to enable him to do the greatest good to society and become worthy members of the community.

(e) To provide funds for educational institutions or institutions having similar objects of running



[Handwritten signature]

given their consent to act as Trustees along with the Founder for administering and maintaining the affairs of the Trust in accordance with terms and conditions hereinafter provided.

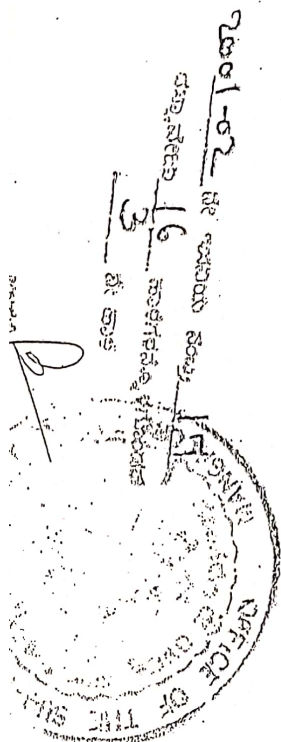
WHEREAS the Founder and the Trustees are desirous to reduce in writing the terms and conditions of the Trust. NOW THEREFORE, THIS DEED OF TRUST OF KANACHUR ISLAMIC EDUCATION, WITNESSETH AS FOLLOWS:-

1. The name of the Trust shall be "KANACHUR ISLAMIC EDUCATION TRUST".

2. The office of the Trust shall be situated at KANACHUR HOUSE, University Road, Dera Lakatta, Dakshina Kannada District and it shall be open to the Trustees to establish administering office or sub-office of the Trust at such other place or places as may be found necessary from time to time by mutual consent. The trustees have decided to register this Trust Deed at Mangalore Taluk.

3. The Objects of the Trust are the following;

(a) To provide foreducation, including establishments, acquisition, maintenance, support and help as to any educational institutions such as schools, colleges, libraries, reading rooms, research institutions, Bala mandirs, study circles, universities, museums, patashahals, madrasahs, student hostels, educational institutions



Handwritten signature.

(b) To establish, run and manage educational institutions solely for educational purposes and not for purpose of profit.

(d) To establish, open, maintain, run and manage nursery schools, kinder garden, industrial training centres and such other educational and vocational schools or institutions and to give instructions viva voce or by post or lectures or other media to both sexes for the purpose of teaching in arts, crafts, science, religion and studies relating to engineering industries, medicines, humanities, and morality so as to bring out distinctive qualities inherent in each young individual to enable him to do the greatest good to society and become worthy members of the community.

(c) to provide funds for educational institutions or societies having similar objects of running



educational institutions out of the funds of this Trust.

(f) To promote all kinds of medical relief to the sick, disabled and suffering poor and general public and to pay for or advance for medical relief of the poor without any distinction of caste, creed, race, religion or language.

(g) To establish, maintain, run and manage hospitals, dispensaries, nursing schools, sanatoriums, maternity and child welfare centres, family planning and other clinics, and rural medical relief services for providing free medical relief and assistance to the poor and general public and to make free supplies of medicines to the poor patients and physically handicapped persons.

(h) To provide medical, surgical and diagnostic treatment, facilities, preventive and curative care, free of cost to all patients without distinction of caste, creed, race, religion or language.

(i) To organise conferences, debates, lectures, research works, enterprises, public meetings, classes and exhibitions calculated directly or indirectly to advance the cause of education whether general, religious, professional or

ಕೂಲಿ-02 ರೂ 1000
ಅಧಿಕಾರಿಗಳಿಗೆ
5 ನೇ ಮಹಡಿ
ಸಹಕಾರದಿಂದ

GOVT. OF INDIA
KOSUVA POUZA
Kadavore
Dakshina Kannada
Karnataka
Reg. No. 622

[Handwritten signature]

(j) To establish, maintain and run boarding houses, hostels and residential institutions for students and for those connected with the institutions of the Trust irrespective of caste, creed, community and sex.

(k) To publish books, magazines, pamphlets and other publications and to do such incidental or ancillary works which are necessary for the attainment of the objects of the Trust.

(l) To purchase, acquire, own, transfer or obtain on lease or hire or exchange or otherwise any movable or immovable property for the achievement of any of the objects of this Trust.

(m) To transfer any other properties of the individual Trustees in the name of the Trust or include the property of the Trust for the benefit of the Trust.

(n) To award scholarships to students and to create or manage endowments for prizes and scholarships in schools and colleges.

(o) To create funds, wakfs or endowments for undertaking research works in various medical and educational fields and to bring out, encourage and develop inventive and research faculties of the pupils and teachers.

To do all such other things as are incidental and necessary or conducive for the attainment of the above objects.



5. The trustees at their desire or discretion may receive voluntary contributions either in India or abroad by way of gifts or grants in the form of cash or kind or investments towards the corpus of the Trust or towards the capital expenditure of the Trust, and the same when received shall become part and parcel of the Trust Fund. The Trustees may also receive donations for the purposes of meeting recurring expenditure of the Trust.

6. All funds, properties, rights, claims, demands of every description belonging to or pertaining to the Trust and may hereafter be acquired from time to time shall vest in with the Trustees.

Trustees.

7. The parties hereto, who are the first Trustees shall be trustees for life. They are empowered to co-opt others i.e., within the legal heirs of Founder and Trustees so that the total number of trustees at any time does not exceed seven. Every Trustee shall have power to nominate his legal heirs as his/her successor to the office of the Trustee. Any casual vacancy occurring on the Board of Trustees by resignation or death or due to any other reason mentioned in Section 73 of the Indian Trusts Act (II of 1982) shall be filled by the remaining Trustees within the legal heirs



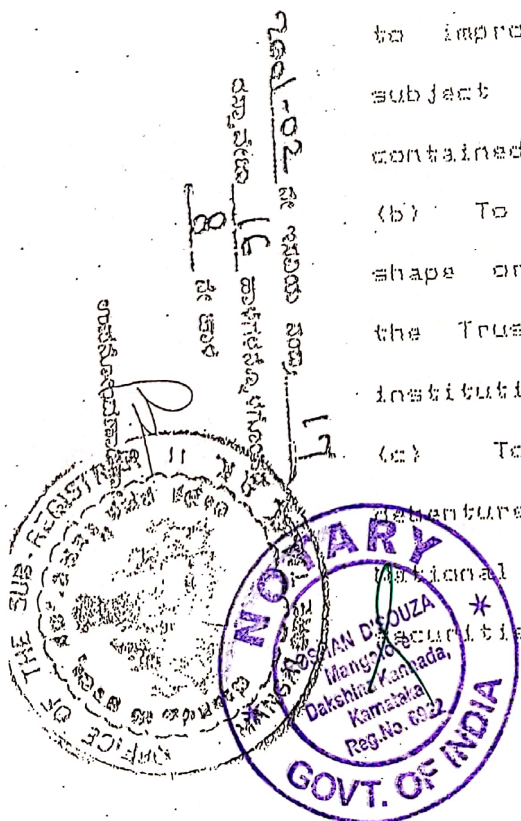
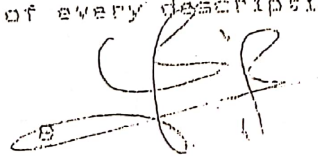
of the Trustee person, and till such appointment, the remaining Trustees shall continue to administer the affairs of the Trust. In the event of any such vacancy arising in the Office of the Trust, the continuing Trustees may or may not co-opt other Trustees so however that the number of Trustees shall not be less than three at any time.

B. Without prejudice to the generality of the powers vested in the Trustees and not withstanding anything contained in the Indian Trusts Act, 1882 but without repugnance and subject to the provisions of the Income-tax Act, 1961 and Income Tax Rules, 1962 the Trustees shall have the following specific powers:

(a) To acquire by purchase, gift, grant exchange, lease, hire, or otherwise, properties of all kinds including moveable and/or immovable properties and to improve and add to the corpus of the Trust subject to the terms and conditions and covenants contained herein.

(b) To receive any more or further assets in any shape or form as and when given by the Founder of the Trust or any other person or persons or institution.

(c) To purchase or otherwise acquire, shares, debentures, units of unit trust of India, Bonds, National Saving Certificates, annuities and securities of every description.



[Handwritten signature]

(f) To invest the moneys of the Trust in such investments as is permissible under the Income-Tax Act, 1961 and the Rules thereunder as they stand from time to time.

(h) To enter into agreements, contracts and to cancel or vary them.

(3) To sign, endorse, negotiate all kinds of shares securities, dividends, interest warrants, cheques and other negotiable instruments.

(k) To receive any money and to grant receipts and disbursements therefor.



conditions as the Trustees may deem fit from banks, financial institutions and others.

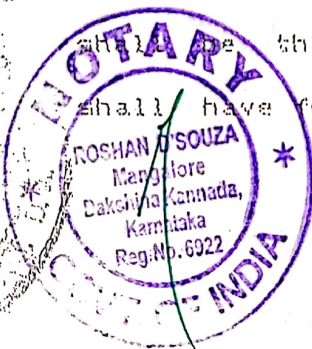
(r) To delegate to any person or persons all or any of the foregoing powers conferred on the Trustees subject however, to their retaining the ultimate control and direction over the action and conduct of the delegate/delegates.

(s) To transfer any funds or properties of the Trust to any other Trust or institution having similar objects or purposes as that of this Trust and which is recognised under section 90B of the Income-Tax Act, 1961 and to have managerial control of such trust or institution if approved by such trust or institutions.

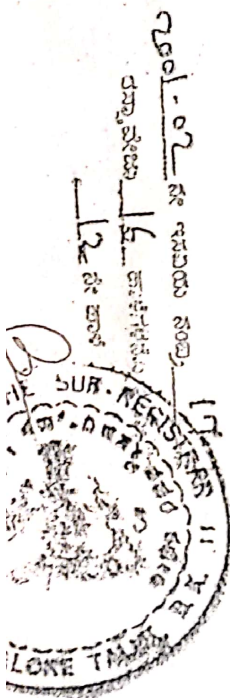
(t) To frame rules for proper administration of the Trust in conformity with the above powers, to vary them and to do all other acts or things as are incidental, conducive and expedient to the attainment of the objects of the Trust.

(u) To do all other acts, deeds, matters and things which the Trustees deem necessary for carrying out the objects of this Trust.

9. THE FOUNDER OF THE TRUST, namely, U.K. MONU shall be the MANAGING TRUSTEE of the Trust who shall have full, absolute and complete powers in



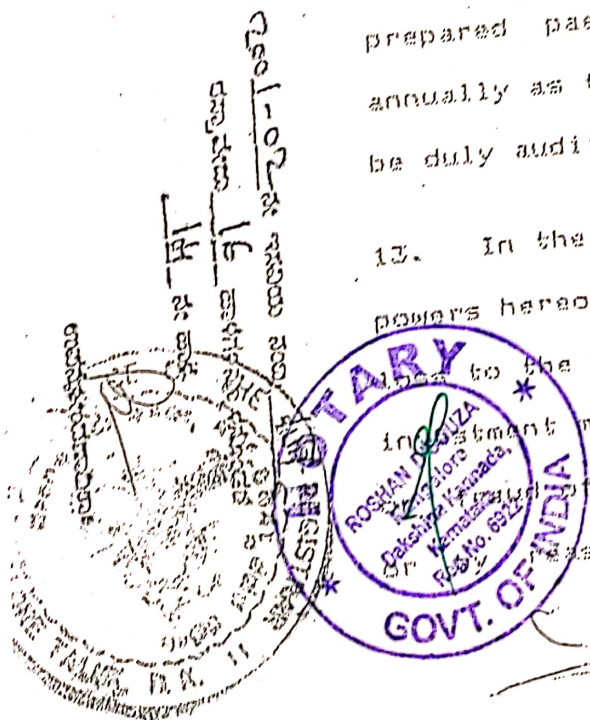
the administration and execution of the Trust. He shall preside over all the meetings of the Board of Trustees. The Trustees may also choose among themselves a Secretary and a Treasurer if they consider necessary or form sub-committee or committees for the efficient administration and management of the Trust. The MANAGING TRUSTEE shall be in charge of the day to day management of the affairs of the Trust and shall be entitled to do all such acts and things which he considers fit in the interest of the Trust and in particular, he shall be competent to appoint, dismiss, fix and disburse salary, commission, allowances or emoluments of such employees, agents, and attorneys as he considers necessary for the purpose of the Trust and shall be lawfully entitled to execute all such deeds, instruments, papers, agreements or documents such as promotes, bills, cheques, hundies or any other negotiable or non-negotiable instruments such as bonds, mortgages, pledges, conveyances etc. and he shall also have power to receive moneys and other assets and to issue receipts and discharges on behalf of the Trust and to negotiate, transfer and give discharge for all securities, shares in the name of the trust and to collect all interest, dividends and other moneys belonging to the Trust. He shall also have



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 the 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 discretions have been exercised imprudently. The doctrine of 'Cy-pres' shall apply if the execution of the Trust becomes inexpedient or impracticable.

12. 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.

13. In the professed execution of the Trust and powers hereof, no Trustee shall be liable for any loss to the Trust arising by reason of any improper investment made in good faith or for the negligence of any agent employed by him/her or them or on account of any mistake or omission made in



good faith by the Trustee or any other matter or thing, except wilful and deliberate fraud on the part of the Trustee who is sought to be made liable. The Trustees shall further and at all times be kept harmless and indemnified out of the assets of the Trust against all actions, costs, liabilities and claims arising in respect of anything done by them in the course of their duties as trustees.

14. 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. Notwithstanding anything, neither the Founder nor the Trustees shall have any power to revoke this Trust at any time.

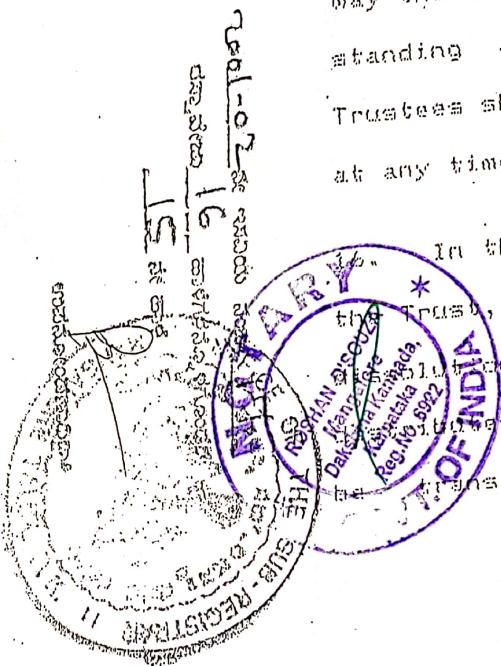
In the event of dissolution of the Trust, the assets remaining as on the date of the Trust, shall under no circumstances be distributed among the Trustees, but the same shall be transferred to another charitable trust,

TRUE COPY

CERTIFY THAT THIS IS THE TRUE COPY OF THE ORIGINAL DOCUMENT PRODUCED BEFORE ME

**NOTARY
MANGALORE**

15



society, association or institution whose objects are similar to those of this Trust.

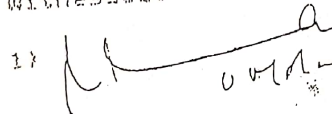
At present the Trust has a Corpus fund of Rs.5,000/- only.

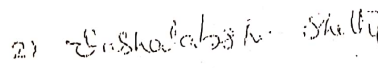
IN WITNESS WHEREOF, the FOUNDER of the TRUST MR. U.K. MONU has set his hand hereto on this 20th day of September, 2001.



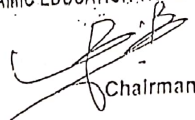
FOUNDER

Witnesses:

1)  M. Mohan, Mangalore.

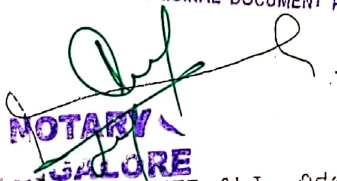
2)  Vishalakshi Shetty (VISHALAKSHI SHETTY)
TRUE COPY ATTESTED
S/o Late Subbaya Shetty
Kodical, Mangalore

For KANACHUR ISLAMIC EDUCATION TRUST ©


Chairman


TRUE COPY

I CERTIFY THAT THIS IS THE TRUE COPY OF THE ORIGINAL DOCUMENT PRODUCED BEFORE ME


NOTARY
MANGALORE

Drafted by: U. MOHAMMED ALI, Advocate, Mangalore.

