भारतीय गैर न्यायिक

भारत

पचास रुपये

रु.50

FIFTY RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5548 ரூ50/- 1.4.2011

S 733655

B.Com., PGDCT

DEED OF TRUST

AL-AMIR ISLAMIC EDUCATIONAL TRUST

This deed of Trust executed at Tiruppattur on this 27th Day of April, 2011. By Haji B.Amir Badhusha, S/O. E.Baba Sahib, aged about 68 years, office at Big Bazar street, Tiruppattur-630211, Sivaganga District here in after called and referred to as the Founder of the Trust. (Income Tax Department Permanent Account Number AARTA0312N).

Whereas the founder of the Trust is desirous of creating an Educational Trust by executing the requisite Deed of Trust by setting forth the terms and conditions and provisions thereof for the proper and efficient administration of the Trust.

Whereas the Founder of the Trust is now declaring the objects and purpose of the Trust and other matters connected of the trust as mentioned infra.

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B Amir Badhusha
C Founder cum Chairman
Managing Trustee

338
2011

Document No. 338 of 2011 of
Book IV 13. Contains Sheets
1 Sheet

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No. /YEAR 2011
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Presented in the office of the
Sub Registrar of Tiruppattur
and fee of Rs. 18400 Paid
between the hours of 12-1 noon
and ________ on the 16th Day of August 2011
2011 ________ by

LEFT THUMB

Additions as per the recitals
of this Document

SUB REGISTRAR,
THIRUPPATHUR.

EXECUTION ADMITTED BY,
LEFT THUMB

Additions as per the recitals
of this Document

IDENTIFIED BY

P. (P. SENTHIL KUMAR) S/o. S. Palanisamy. Thiruppathur
Min nagar IInd street
Thiruppathur.

S. (S. IMAM ALI) S/o M. Sowkath ali
Min nagar IIIrd street
Thiruppathur

16 th day of
August 2011

Sub Registrar

Registered as No. 338
of 2011 of Book 4
16 th Day of August 2011

SUB REGISTRAR

2

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5549 ரூ50/- 7.4.2011

S 733656

L. ராமனாதன் B.Com., PGDCT
ஸ்டாம்ப் வெண்டர்
உரிமம் எண் : 15/2008 KKD

-2-

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS

1)

a) The founder of the trust has set apart for the present a sum of Rs. 1,008 /- (Rupees One Thousand and Eight Only) for Educational purpose ensuring for the benefit of the public and object irrespective of caste, creed, sex or religion.

And

b) The Trustees do hereby accept the sum of Rs. 1,008/- (Rupees One Thousand and Eight only) towards corpus of the Trust and they agree to carry out the directions of the Founder of the Trust subject to the terms and conditions and powers herein enumerated.

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भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5550 ரூ50/-

S 733657

L. B.Com., PGDCT

-3-

The Educational institutions to be established, owned and administered by **AL-Amir Islamic Educational Trust**, which is primarily meant for Muslims minority Community and others (irrespective of caste and creed). It is a Muslim minority institution.

NAME

2) The name of the Trust shall be **"AL-AMIR ISLAMIC EDUCATIONAL TRUST.**

OFFICE RENTAL BUILDING DOOR No. 3-6-18A SEETHALI WEST

3) The Registered Office of the Trust shall be at Tiruppattur, Sivaganga District and / or at any other place or places which the trustees may decide from time to time.

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भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5551 ரூ50/- 1.4.2011 S 733658

L. ராமனாதன் B.Com., PGDCT
ஸ்டாம்ப் வெண்டர்

TRUSTEES

4)

a) The Founder of the Trust shall be the Managing Trustee cum Chairman for his life.

b) For the purpose of administration and smooth functioning of the said Trust, the Founder of the trust hereby constitutes the Board of Trustees consisting of the following persons.

1) Haji B.Amir Badhusha, S/O. E.Baba Sahib, aged about 68 years, residing at Door No:2/25, Seethali north, Tiruppattur-630211, Sivaganga District.- Managing Trustee cum Chairman.

2) A. Sulaiman Badhusha, S/o. B.Amir Badhusha, aged about 38 years, residing at: Seethali west, Big Bazaar street, Tiruppattur-630211, Sivagangai District.-Trustee cum Secretary.

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भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5552 ரூ50/- 1.4.2011

S 733659

L. ராமனாதன் B.Com., PGDCT
ஸ்டாம்ப் வெண்டர்
உரிமம் எண் : 15 / 2008 KKD
கீழச்சிவல்பட்டி, திருப்பத்தூர் தாலுகா
சிவகங்கை மாவட்டம்.

3) D.Remy, W/O. A.Sulaiman Badhusha, aged about 33 years, residing at: Seethali west, Big Bazaar street, Tiruppattur-630211, Sivagangai District.- Trustee cum Treasurer.

c) Appointment of Managing Trustee & Trustees:

Board of Trustees:

i) Founder of the Trust Haji B.Amir Badhusha, shall be the Managing Trustee cum Chairman during his life time and the Trustees appointed above shall hold their office so long as they are alive and capable of Managing the Trust.

ii) The powers appointment / nominations of Trustees shall vest with the Managing Trustee during his life time and thereafter the said powers shall vest with the Board of Trustees.

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भारतीय गैर न्यायिक

भारत

पचास रुपये

रु.50

FIFTY RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5553 ரூ50/- S 733660

1.4.2011

L. B.Com., PGDCT
ஸ்டாம்ப் வெண்டர்
உரிமம் எண் : 15 / 2006 KKD
கீழச்சிவல்பட்டி, திருப்பத்தூர் தாலுகா
சிவகங்கை மாவட்டம்.

iii) Any Trustee can be removed from the trusteeship for insolvency or misconduct or ill-health or for acting against the interest of the Trust after giving an opportunity to him in writing and after passing a resolution by majority decision of all the trustee present in the meeting.

iv) The vacancies that may arise on death/ removal/ or retirement shall be filled by the first managing trustee during his life time and thereafter by the board of Trustees by majority decision. The Trustees so nominated shall have the same power and rights, as if he/she was originally appointed as trustee.

v) The number of Trustees shall not be less than two and shall not be more than seven.

vi) The Trustees may increase the total number of trustees by a resolution.

NATURE OF TRUST

5) The Trust shall be an "Educational Trust ", the income whereof is exempt from tax under Sections 11&12 and 80G of the income tax Act, 1961. The Trust has been created for the benefits of Public irrespective of caste, creed, sex or religion.

OBJECTS OF THE TRUST

6)

a) To establish and run Educational Institutions by establishing Nursery School, Primary School, Higher Secondary School, Matriculation School, CBSE School, Colleges, Polytechnic and Professional College of Engineering and Medicine, B.Ed., M.Ed., and D.Ted College, Arts and Science Colleges, Nursing Industrial Training Institute, Agriculture and Computer centre etc.

b) Generally to do all such things as may appear to be incidental and conducive to the attainment of all (or) any of the object. And to enter into arrangements with the government (or) municipal (or) local authorities they may seem conducive to the object (or) any of them and to obtain such government (or) local authority rights privileges and concessions which the trust may think desirable to obtain and carry out exercise and complete with any such arrangements to rights privileges and concession.

c) To help poor for education, running hostels for students.

7. ASSETS

The property of the Trust shall be the sum of Rs. 1,008 /- (Rupees One Thousand and Eight only) together with such further monies or donations, as may be subscribed from time to time by philanthropists or which the parties hereto may endow from time to time. Such contributions shall be dealt with either as corpus or as income according to the wishes of the donors. Further, the properties of the Trust shall stand vested in the trustees for the general purposes/objects of the Trust set out supra to be utilized in such manner set out in these presents herein as the Trustees shall from time to determine.

8. POWERS OF THE TRUSTEES:

i) The Management, control and supervision of the Trust shall stand vested with the Board of Trustees.

ii) The corpus of the Trust property shall not be used for any purpose other than those set out in the objects clause. The trustees shall realize the Interest rent or other Incomes from trust properties and donations as and when received and apply the same after meeting all expenses for the Educational objects referred to above.

iii) The Board of Trustees shall have the power to receive donations so as to argument the Trust Funds or to treat such donations for the purpose of the Trust either towards corpus or other funds, according to the objects of the Trust.

iv) The Trustees will be entitled to accumulate the income for the objects of the Trust and to apply the same either out of the funds or the income for purposes of the Trust to the extent considered prudent and necessary during the year subject to any regulations governing such accumulation under any law for the time being in force and also in accordance with the provisions of Sections 11 to 13 of the income tax Act, 1961.

v) The board of Trustees shall have power to use, defend suits and compromise them in the interest of the Trust.

vi) Any amendment to this Trust Deed will be carried out only with the prior approval of the Commissioner of Income Tax As Per I.T. Act, 1961.

vii) The powers of the Trustees to effect any amendments to this Trust Deed shall not extend to altering the basic character/objects of the Trust further no such amendments which may prove to be repugnant to the provisions of Sections 2(15). 11, 12, 13 and 80G of the income tax Act, 1961 shall be made.

viii) Income or funds including corpus fund of the Trust will be solely utilized/applied for the objects of Trust and no portion of it will be utilized for the benefit of Trustees/Relatives/Specified persons mentioned in sub-section (3) of Section 13 by way of office of profit, dividend, interest or otherwise.

ix) The Trustee shall be entitled to be compensated for any liability incurred by them on account of their acts and deeds in good faith and good intention done for and on behalf of the Trust.

x) The Trustee may invite, receive or accept any property, movable or immovable, in cash or in kind as capital, endowments, or addition to corpus according to the wishes of the donor/s and may also invite, receive or accept voluntary contributions or donations or subscriptions or legacies in cash or in kind.

xi) The Trustee may join, co-operate, and help by way of donations or otherwise, other trusts/institutions/organizations, in any joint programme or activity for achieving any one or more of the objects of the Trust upon such terms as they may in their absolute discretion think fit and proper.

xii) The Trustees may purchase, acquire, hold, manage, improve, develop, exchange, sell, lease, give on license, dispose off, or otherwise deal with or turn into account all kinds of property of the Trust and the Trustees may raise moneys required for the purpose of the objectives of Trust.

xiii) The Trustees shall be entitled at their discretions to sell or convent any investments for the time being comprising the Trust Funds and invest the net proceeds thereof as provided in Section 11(5) and read with Section 13(1) (d) of the income tax Act, 1961.

xiv) On points where no express provision has been made in these presents, the provisions of the Indian trusts Act and the statutory modifications thereof shall apply.

xv) The Board of Trustees shall have all powers necessary and incidental for the management and administration of the Trust and its properties, including the powers to borrow, sign bills of exchange and cheques.

9. BANK ACCOUNTS:

The Trustees may from time to time open and operate in the name of the Trust one or more bank account or accounts as well as post office savings bank account as may be decided by the Trustees. Such account or accounts shall be operated under the signature of the Managing Trustee and Treasurer Trustee – Jointly.

10. APPOINTMENT:

The trustees may from time to time appoint, upon such time with or without remuneration as they may decide, a manager or managers, officer or officers, clerks and other officials, care-takers and servants to look after the affairs of the Trust.

11. ACCOUNTS:

i) The Trustee shall cause proper books of accounts to be kept wherein shall be entered a true and accurate account of all monies received, disbursed or spent in connection with or in the course of management of the said Trust and its properties or in relation to the carrying out of the objectives and purposes thereof, as well as of all the assets, liabilities and effects of the Trust fund.

ii) The accounting year of the Trust shall be from 1st April to 31st March.

iii) The annual accounts of the Trust shall be audited by a Chartered Accountant duly appointed in the meeting of the Board of Trustees.

12. DURATION OF THE TRUST:

This Trust irrevocable and shall continue in perpetuity.

13. RESERVATIONS:

The above objects would be carried out without any profit motive. The activity of the Trust shall be carried out only in India. If any of the above objects are contrary to the requirements of public Trust Act or not consistent with the requirements or exemption under Sections 11/12/13 of the Income Tax Act, 1961 or any other Act as regards an Educational Trust for grant of any concession for such Trust in taxation, the object will be treated as modified so as to be consistent with such laws or analogous provisions of the Income-Tax, Act 1961 or such other statutes. The Trust shall not carry on any business activity.

14. BOARD OF TRUSTEES:

All the Trustees will be collectively known as Board of Trustees.

15. MEETINGS:

i) The Board of Trustees shall have as its members all Trustees whether appointed by this indenture or co-opted, with the Managing Trustee as Chairman and other Trustees as members.

ii) The Chairman of the Board will preside over the meetings and conduct by the members attending the meeting will preside over that particular meeting.

iii) The Quorum for the meeting of the Board of Trustees shall be two.

iv) The business of the Trust shall be dealt with either at the meeting of the Trustees for the time being and passed in circulation shall be as effective as the one assed at a resolution in circulation. Any resolution circulated to the Trustees for the time being and passed in circulation shall be as effective as the one passed at a duly constituted meeting of the Board.

v) The meeting of the Board of Trustees shall be held at least once in 6 months. The Trustee shall be informed of the Board Meeting either over phone or by a communication in writing allowing at least a week's time. Decisions will be taken as far as possible by consensus and in the event of any difference, by majority. Where the votes are equal, the Chairman will have the casting vote in addition to his vote as a member of the Board.

vi) The Trustees shall record the proceedings in a minutes Book incorporating the minutes and resolutions passed by the Board of Trustees.

vii) All or any of the powers vested in or exercisable by the Trustees as per this Deed of Trust shall be capable of being performed or exercised by a majority of the Trustees present at the meeting of the Trustees and any action or decision of such majority shall be valid and effective as it would have been done by all the Trustees.

viii) The day-to-day management and conduct of the affairs of the Trust shall be in the hands of the Managing Trustee. The Managing Trustee shall be the Executive officer of the Board:

a. To carry out the resolution of the Board.

b. To sign papers, receipts and documents.

c. To draw, endorse and accept negotiable cheques and bills.

d. To execute all documents on behalf of the Board of Trustees.

ix) The Managing Trustee shall also have the power to delegate his duties conferred on him by these presents to any one or two of the Trustees and the Trustee/s so authorized shall be competent to act on his behalf, during his absence.

16. INDEMNITY FOR TRUSTEES:

The Trustees will not be personally liable for any bona fide act done on behalf of the Trust in the course of duties as a Trustee.

17. SUCCESSION:

In the event of any vacancy in the office of the Managing Trustee by resignation or otherwise, or after the lifetime of the Managing Trustee, the Board of Trustees shall follow the procedure outlined in para 4 (iv) supra.

18. ASSETS ON DATE:

There is no other asset as on the date of this deed either movable or immovable except the cash of Rs. 1008 /- (Rupees One Thousand and Eight Only) being the corpus fund contributed by the author of the trust.

IN WITNESS WHEREOF THE AUTHOR OF THE TRUST HEREIN

has set his hand and signed his respective name the day, month and year first above written in the presence of :- This Deed Executed by Founder cum Chairman Haji B. Amir Badhusha. Comanaging Trustees

WITNESS

(P. SENTHIL KUMAR) S/o S. Palanisamy Thiruppatur.

(S. IMAM ALI) S/o M. Sowkath ali Thiruppathur

ஆவணம் தயாரிப்பாளர்

S. கந்தசாமி
ஆவண எழுத்தர்
C47 / செங்கல்பட்டு / 1984
மாநில நகல் எழுத்தர்
140 / செங்கல்பட்டு / 1987

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