

BK IV - 511
2022-2023

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TRUST DEED

THIS DEED OF TRUST is made and executed on 06/01/2023

By and between:

- 1. Mr. Nasim Ahmad** S/o. Late Ziaullah, Residing at No. 101, Arman Appt, Tilak Nagar, Krishnappa Garden, Jaya Nagar Bangalore 560041 Having UID No: 9776 1956 1785.
- 2. Mrs. Asma Anjum** W/o Mr. Nasim Ahmad, No. 101, Arman Appt, Tilak Nagar, Jaya Nagar, Bangalore 560041 Having UID No: 2526 5542 3414.



[Hereinafter called the Authors of the Trust which expression unless repugnant to the context or meaning thereof includes their heirs, nominees, executors and administrators, etc.]

Whereas Authors of the Trust are possessed of and otherwise well and sufficiently entitled to the sum of **INR 5000/- (Rupees Five Thousand Only)** hereinafter referred to as said Property. Whereas the Authors of the Trust desire to irrevocably endowing the said funds upon trust for public, educational, and cultural purposes, as hereinafter expressed and contained in this presents and in pursuance of such desire have already transferred paid and handed over the said property to the trustees mentioned below.

WHEREAS it is the desire of the Authors of the Trust that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets including moveable and immovable and any other kind by way of Gifts or Donations, Grants, Acquisitions, Allotments, exchange or otherwise etc.,

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr Nasim Ahmad , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	1000.00	Challan No CR0123003000320193 Rs.1000/- dated 12/Jan/2023
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್

ದಿನಾಂಕ : 12/01/2023

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಬಿ.ಟಿ.ಎಂ. ಲೇ ಔಟ್)
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ, ಬಿ.ಟಿ.ಎಂ. ಲೇ ಔಟ್

(ಬಿ.ಟಿ.ಎಂ. ಲೇ ಔಟ್)

ಬೆಂಗಳೂರು

WHEREAS the authors of the trust are signatories, who are lifetime trustees and are appointed the as the trustees for holding the said property in Trust for the purposes as detailed in this Trust Deed and shall have the following designations:

Sl. No.	Name of the Trustees	Designation
1.	Nasim Ahmad	Author / President
2.	Asma Anjum	Author / Vice President / Secretary / Treasurer

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. **NAME:** The Trust hereby established shall be named as **"ZIA CENTER OF EXCELLENCE TRUST"**.
2. **OFFICE:** The Principal Place of the Trust shall be situated at:
No. 101, Arman Appt, Tilak Nagar, Krishnappa Garden, Jaya Nagar Bangalore 560041, and this may be changed, as and when necessary, as per the decision of the majority of the Trustees, **The Jurisdiction of the Trust shall be whole of Indian Territory.**
3. **OBJECTS OF THE TRUST:**
 - 3.1 To establish center of excellence for Science, Mathematics and humanities.
 - 3.2 To establish, sponsor and promote, support new Educational Institutions from Kindergarten level to post-graduate level in order to develop education and training facilities, the benefits of which will be available to people irrespective of caste, color and creed.
 - 3.3 To establish, maintain and develop modern educational institutions like college of Engineering Technology, Medical College, Dental College,



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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 511

ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12-01-2023 ರಂದು 11:20:04 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	840.00
	ಒಟ್ಟು :	1340.00

ಶ್ರೀ Mr Nasim Ahmad ಬಿನ್ Late.Ziaullah ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mr Nasim Ahmad ಬಿನ್ Late.Ziaullah			<i>(Handwritten signature)</i>

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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ಶಹ್ ರಜಿಸ್ಟ್ರಾರ್
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Mr Nasim Ahmad , ಬಿನ್ Late.Ziaullah (ಬರೆದುಕೊಡುವವರು)			<i>(Handwritten signature)</i>
2	Mrs Asma Anjum . ಓರ್ವ Nasim Ahmad (ಬರೆದುಕೊಡುವವರು)			<i>(Handwritten signature)</i>

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ಶಹ್ ರಜಿಸ್ಟ್ರಾರ್
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)

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college of Law, Nursing College, College of Pharmacy, Polytechnics and various other types of vocational oriented institution of Higher learning and other types of Institutions, imparting management education, Hotel Management, Residential School etc.


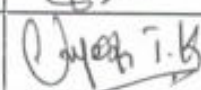
- 3.4 All educational institutions established and administered by "ZIA CENTER OF EXCELLENCE TRUST" are Minority institutions, covered under Article 30(1) of the constitution of India primarily for the benefit of Muslims.
- 3.5 To protect and safeguard the interest of minorities, downtrodden and economically weaker sections of the society.
- 3.6 To open Medical and Para-medical Centers like Hospitals, nursing Homes, Ophthalmological Centers, Scanning Centers, x-ray Units ambulance, vans Fleet, First-aid Training Centers, Blood Banks, Eye-Banks, Operation Theatres, Neurological Aid Units, Psychiatric Units, Research Centers for Cancer and other types of diseases and variety of help and research center capable of rendering effective and efficient services to human beings.
- 3.7 To initiate assistance programmer's like-scholarships, fellowships, Grant-in-aid, Travel Grants to aspiring students who wish to proceed abroad for advanced studies in any academic discipline, book banks, libraries including mobile free reading rooms, achieves, and records institutions, calligraphic training centers, word processing and allied computer-aided training facilities, photo copying and Xeroxing units and any job-oriented training institutions.
- 3.8 To establish digital class rooms, video-conferencing facilities, digital shooting studio for shooting lecture to establishing digital libraries for distant learning and training programs.

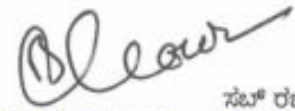
A.A. Ali

A.A. Ali

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Shameer Pasha Jayanagar, Bangalore	
2	Umesh.T.K J P Nagar 3rd Phase, Blare	


ಸಹಿ ರವಿಶ್ಯಾ ರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಬಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
ಬೆಂಗಳೂರು



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BTM-4-00511-2022-23 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ BTMD1151 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 12-01-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಯನಗರ (ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್)
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಬಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
ಬೆಂಗಳೂರು



- 3.9 Collaborating, partnering with institutions, college, universities to setting up center of excellence for Science, Mathematics, Humanities, Theology, Engineering, Medical sciences and other related professions.
- 3.10 To build rest house, Guest House, Writers Homes, Seminar Halls, Marriage Complexes for poor & downtrodden, conference Centers, multipurpose Auditoria, Training centers, mosque, madrasa, Plat-ground, Gymnasiums, sports, coaching centers and allied centers free of cost to foster communal harmony, emotional understandings and national integration.
- 3.11 To conduct district-level, National-level, Symposia, workshops, conferences etc. on vital subjects of education, ethics, Philosophy, religion, culture etc.
- 3.12 To conduct Lectures, Quiz contest, Essay Competition and other literary and Cultural activities of all sections of the society.
- 3.13 To render financial and other assistance to physically handicapped persons like mentally retarded children and other persons who are incapacitated by unforeseen accidents like nature calamities and other misfortunes.
- 3.14 To sponsor and develop students counseling services, vocational guidance centers, industrial consultancy, Bureau for dissemination of Religious information to develop schemes assist unemployed youth.
- 3.15 To accept subscriptions, donations, endowments, wakf, gifts in cash and kind, subsidies, Governmental grants and any variety of monetary assistance from any person and any Institution/Government
- 3.16 To utilize the unused funds of the trust in any manner by the Trustees of the trust if in their considered opinion. Such appropriation of funds will be in complete agreement with above mentioned and declared aims and objectives of the trust.

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4. TRUSTEES:

The number of Trustees including Authors of the Trustees shall not be less than two and not more than seven persons. The Board of Trustees shall nominate and invite person/persons to be other Trustees for such period, as they may deem fit and proper.

5. TERMS OF OFFICE OF THE TRUSTEES:

These Trustees shall hold office for Lifetime.

6. POWERS, FUNCTIONS AND DUTIES OF THE TRUSTEES:

- a) All property of the Trust Movable or Immovable or of any other kind shall vest in Trust, the Trustees shall manage the whole property and affairs of the Trust and shall have all powers, duties and functions necessary proper and incidental to the promotion and carrying out of the objects of the Trust.
- b) In particular and without prejudice to the generality of the foregoing the Trustees shall for the purposes of this Trust have the following powers, duties and functions;
 - (i) To acquire by Gift, Grant, purchase, Exchange, Lease or otherwise, lands, buildings or other immovable properties and any Movable Property.
 - (ii) To construct and maintain buildings, to alter, to demolish or improve them and equip them suitably.
 - (iii) To accept Gifts, Donations, Endowment, Zakat money and contribution for the Trust and shall be treated as the income of the Trust and start a Baitul-Maal for the benefit of the Muslims community.

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- (iv) To raise loans, to receive monies, securities or other movable property on behalf of the Trust.
- (v) To accept any Trust, Trust Fund or endowment so long as the provisions of such Trust or endowments are in consonance with the objects of this Trust.
- (vi) To accept movable, immovable, donation in the form of debentures, stocks, shares or securities in any company or society whether incorporated or not or whether by gift by a person living or by legacy bequests, will or trust and whatever subject to any special Trust or for Works connected therewith and to take steps for the securing of such contribution for funds as from time to time be deemed expedient.
- (vii) To enter into contracts, or engagements on behalf of the Trust.
- (viii) To consider such proposals submitted by Sub-Committee appointed by this Trust and allocate such funds if necessary as deemed necessary for the implementation of the programs.
- (ix) To make, sign and execute all such documents instruments, as may be necessary or proper for carrying on the management of the properties and affairs of the Trust.
- (x) To sell, transfer or otherwise dispose of any immovable property of the Trust provided all the Trustees unanimously resolve that it be in the interest of the Trust to do so sell or lease, mortgage or otherwise dispose of any movable and immovable properties of the Trust.
- (xi) To appoint a Committee / Committees of management for such terms and with such powers as may be specified from time to time for carrying on the routine management of the affairs of the Trust.
- (xii) To appoint such employees on such terms and conditions as the Trustees may deem fit for carrying out the work of the Trust and

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exercise control all such employees including the power of suspension dismissal and removal.

- (xiii) To delegate to the Secretary or any appointed committee such powers duties and functions as are vested in the Trustees.
- (xiv) To frame Byelaws and such other regulations as are required for achieving its objectives.
- (xv) Out of the income of the trust property, the trustee shall be entitled to spend or incur the following expenses namely.
- 1) All rates, Taxes, Cess, Assessments, dues and duties if any payable to the government to any municipal or other public bodies in respect thereof or any part thereof.
 - 2) The costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the Trust Property.
 - 3) The cost of making such additions/alterations or improvements to or in the buildings forming part of the Trust Property, as the Trustees shall think fit.
 - 4) Hiring employees for the purpose of managing work related to trust
 - 5) Give wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the Trustees in the carrying out of this Trust.
 - 6) Cost and expenses of keeping the Trust Property in good condition.
 - 7) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the Trust Property.

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- 8) Consultation charges for professionals engaged in any services to Trust.
- 9) All other costs, charges and expenses of and incidental to the management and administration of the Trust Property in accordance with the objects and purposes hereof or which may be incidental thereto.
- 10) Borrow or rise funds with or without security in any manner the Trust may think fit and repay the same.
- 11) Negotiate with and enter into arrangement with any Government authority, Corporation, Board, Universities or any other public or private bodies as may be the need for the Trust to promote and accomplish the objects of the Trust or any of them and to apply for, obtain, collect, receive such grants, loans, allowances, rights, concessions, and privileges as may seem to comply with the objects and utilize the same.
- 12) In general, to do or cause to be done apart from all the acts stated above, all such other acts or things as shall be conducive to the interest of the Trust. Provided such things or acts be not contrary to nor inconsistent with the spirit and principles of law under which the Trust has been established.

6.1 PRESIDENT:

There shall be a President for the administration of this trust, nominated by the Board of Trustees, who shall be one amongst trustees as specified above for such period, in such manner as may be specified in this behalf and shall perform the following duties:

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- a. The President shall be the executive head of the Trust and shall be responsible for its activities, proper management and fulfillment of its aims and objectives in accordance with deed of the trust. The President will preside at every meeting of the board and other meetings and shall have power over the affairs of the trust and its properties.
- b. The President shall have a casting vote in the event of equality of votes. The President shall represent the trust, board, institutions and properties and in all matters, cases, affairs, transactions, proceedings and matter whatsoever connected with the trust and also represent as the chief correspondent before the government and its department/s and all other authorities concerned and other entities and individual/s.
- c. The President may delegate his/her choice of responsibility or responsibilities to Vice-President\Secretary

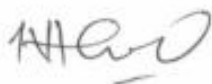
6.2 VICE PRESIDENT:

He shall be one amongst trustees and shall assist the President in performing his work and during the absence of the President; he shall perform all the works of the President as mentioned above.

6.3 SECRETARY :

- (i) The Secretary under the guidance, control and supervision of the President, Board of Trustees, shall look after the day-to-day administration of the Trust.
- (ii) The Secretary shall perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Board of Trustees.

6.4 TREASURER:





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- (i) The treasurer shall receive and disburse all the moneys of the Trust and maintain or caused to be maintained proper accounts of the same. All legacies, donations and subscriptions shall be paid to the Treasurer who shall issue a valid receipt for the same.
- (ii) He shall ensure that proper books of accounts are maintained and a Balance Sheet shall be taken as on 31st March of each year and the same shall be duly audited by a qualified Chartered Accountant whom the trustees shall appoint.

7. VACANCIES:

Vacancy for president shall be occupied by successors of president and vacancy of vice-president shall be occupied by successors of vice-president vacating the post. Other Members of the Board of Trustees shall be occupied by successors of Trustee vacating the post and shall hold office for such duration as may be specified by the Board of Trustees.

8. TERMINATION OF OFFICE OF THE TRUSTEES:

Trustees shall cease to hold office

- i. If he dies,
- ii. If he Resigns,
- iii. If he is adjusted insolvent or found guilty of an offence involving moral turpitude.
- iv. If he found to have acted against the interest of the Trust.
- v. Upon expiry of the period up to which the Board of Trustees have nominated the Trustee.

9. MEETING AND PROCEEDINGS OF THE TRUSTEES:





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- i. The Trustees shall ordinarily meet once every month or as often, as may be necessary for the satisfactory conduct of the affairs of the Trust.
- ii. Three days' notice shall ordinarily be given in writing for a meeting of Board of Trustees.

10. QUORUM:

The Quorum for the meeting of the Board of Trustees shall be minimum 2 numbers (president and vice-present). A minute Book shall be kept by the president. Minutes of entry into the office of every new Trustee and of all proceedings of the meeting of the board of Trustees shall be entered in the minute book and shall signed by the President of the Meeting.

11. VOTING :

Decisions of the Board Trustees may be made at a meeting or by circulation of papers to them. Normal matters of routine nature may be circulated and decision obtained. The important matters are to be decided at the meeting. All matters arising for disposal shall be decided by a majority of the Board of Trustees present at the Meeting. The President of the Board of Trustees shall have a casting vote in the event of equality of votes, in addition to his own.

12. BANK ACCOUNT:

- a. The Board of Trustees may open Account in any of the nationalized banks in the name of "**ZIA CENTER OF EXCELLENCE TRUST**". Such accounts shall be jointly operated by any two from amongst the President, and Vice-president.

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b. The trust may open Bank Account/s in the name of institution / organization founded by the Trust. Such Bank Accounts shall be operated by such persons as authorized by the Board of Trustees from time to time.

13. ACCOUNTS:

The Treasurer shall maintain a true and correct record of the receipts, payments incomes and expenses and transactions of the Trust. The books of Account of the Trust shall be audited by a qualified Auditor or a Chartered Accountant every year i.e. commencing from 1st of April to 31st March of Next year.

14. DEFECTS OF PROCEDURE IMMATERIAL:

No act of Trustees shall be invalidated by reason only of any vacancy in the Board of Trustees or any irregularity in the proceedings of the Board of Trustees or any Committee thereof.

15. INDEMNITY:

The trustees shall be fully kept indemnified and harmless by the trust against any action or claim, loss suffered or liability arisen on account of anything done by them in good faith pursuant to the powers and authorities conferred on them.

16. DISSOLUTION:

In the event of dissolution of winding up of the Trust assets of the trust remaining on the date of dissolution shall under no circumstance be distribute among the Trustees, but the same shall transferred to other Trust, Society, Association or Institution whose objects are similar to those of this Trust.

17. SUITS AND LEGAL PROCEEDINGS:

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The Board may appoint Legal Advisor to seek and assist the Board in legal matters.

18. INVESTMENTS:

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.

19. AMENDMENT:

No amendments to the Trust Deed/Memorandum of Association/Byelaws/Rules and Regulations shall be made which may prove to be repugnant to the provisions of Sections 2(15), 11, 12 & 13 and 80G of the Income Tax Act, 1961 as amended from time to time. Further no amendment shall be carried out without the prior approval of the director of Income-Tax / Commissioner of Income-Tax.

20. DISSOLUTION:

In the event of dissolution or winding up of the trust, the properties and 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 or society or institution whose objects are similar to those of this trust and which enjoys recognition under sections 12A of the Income Tax Act, 1961 as amended from time to time.

21. UTILIZATION OF FUNDS:

The funds and the income of the Trust shall be solely utilized for the achievement of its objects and no portion of it shall be utilized for payment to the Trustees/Members by way of profit, interest, dividends etc. If the income from the trust property in a particular year is not fully utilized, the

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unexpended income shall, subject to the applicable provisions of the Income Tax Act, 1961, be set apart or accumulated and/or carried over to the next year(s) and spent in such subsequent year(s) and or next years for the advancement of any of the objects of the trust in the manner provided in Section 11(1)(a) and Section 11(2) of the Income Tax Act and the TRUSTEES shall pass the necessary resolutions and do all requisite acts needed to effectuate the accumulation or setting apart of the income in the manner provided in the Income Tax Act.

22. IRREVOCABLE:

The Trust hereby is declared as irrevocable. It is hereby expressly further declared that neither of the trustees reserves any right to revoke the trust nor reserves any claim for any benefit, either directly or indirectly, from the trust under any circumstance.

23. ARBITRATION AND JURISDICTION:

- 23.1 All disputes, issues, or differences, which cannot be mutually resolved, shall be resolved ordinarily by arbitration.
- 23.2 All agreements and contracts of the trust and its entities shall be subject to the jurisdiction of the courts at Bengaluru, Karnataka State only.

24. DECLARATION:

This Trust and the scheme set forth under this indenture shall come into force immediately after the execution and registration thereof.

The Trustees above named also hereby declare that they have consented to be the Trustees under this Trust, accepted the Trust and have taken delivery of the possession de'jure and de'facto of the scheduled fund.



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There is no movable (except corpus fund in cash) or immovable property at the time of registration of this trust.

IN WITNESS WHEREOF THE AUTHOR AND THE TRUSTEES HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND THE YEAR ABOVE MENTIONED.

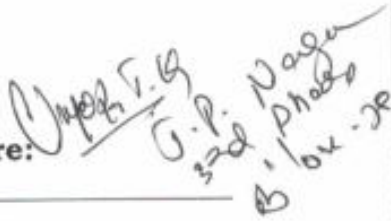
WITNESSES:

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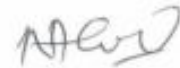
Signature: Jayagan, Blac-

2.



G.P. Nagar
32d Phadp
B. box - 38

Signature:



(Nasim Ahmad)
Author/President



(Asma Anjum)
Vice President / Secretary /
Treasurer