

**JAMIA HANFIA RIZVIA MOSQUE
TRUST**

183 – 186 COMMERCIAL ROAD, NEWPORT, NP20 2PP

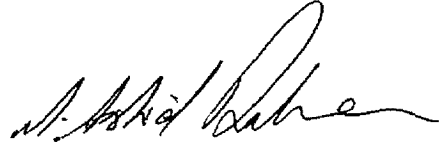
**DEED OF
DECLARATION OF TRUST**

**PASSED AS A GOVERNING DOCUMENT
OF
JAMIA HANFIA RIZVIA MOSQUE TRUST**

**ON
01st DECEMBER 2010**

**DEED OF
DECLARATION OF TRUST**
THIS DEED OF DECLARATION OF TRUST is made the
1th December 2010
By the first Trustee:

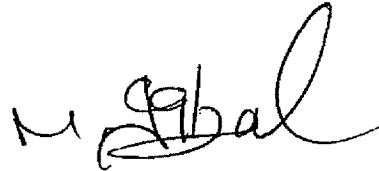
(1)... **Mr. Mohammad Arshad Rahman**



(2)... **Mr Abdul Rahman Mujahid**



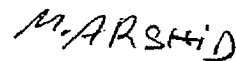
(3)... **Mr. Mohammad Iqbal**



(4)... **Mr Mohammad Ismail Din**



(5)... **Mr Mohammad Arshid**



We (the first Trustees) do hereby donate £200 (pounds two hundreds) each, which make the sum of £1000 (pounds one thousand) in total, and create a trust of the said donations forming the subject matter of the Trust to be known as 'JAMIA HANFIA RIZVIA MOSQUE TRUST UK'

The first Trustees hold the sum as detailed above on the Trusts declares in this deed and they expect more money are assets will be acquired by them on the same Trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. ADMINISTRATION

That the affairs of administration and management of the above said trust shall be managed/looked after and controlled by the Trustees named above as per rules and regulations given hereunder and whereas it is necessary and expedient to get the said Trust and its scheme of management full executed and registered.

2. NAME:

The name of the Charitable Trust is **JAMIA HANFIA RIZVIA MOSQUE TRUST**(and in this document it is called the “**JAMIA MOSQUE TRUST**”).

The Trustees may by resolution change the Trust’s name from time to time. The Trust understands that we must obtain approval by the charity commission before doing so.

3. APPLICATION OF INCOME:

In particular the Trust is established for the promotion of the following objects;

- (a) To advance the religion of Islam for the benefit of the public through the holding of prayer meetings, lectures, public celebration of religious festivals, the provision and maintenance of places of public religious worship by persons professing the religion of Islam, the provision and maintenance of religious and educational centres and other places of study, the maintenance of cemeteries and burial places for the burial in accordance with Islamic rites of persons professing the religion of Islam, producing and/or distributing literature on Islamic belief and practice to help enlighten others about the religion of Islam.
- (b) To arrange for the education of adults, women and children residing in the localities around and in the vicinity of NEWPORT in particular and of Wales & England in general.

- (c) To preserve and protect health and relieve poverty, distress, sickness and infirmity amongst persons without distinction of sex or of political opinions or of racial ethnic or national origins.

The aims and objectives of the Trust as set out herein shall in no way be limited or restricted by reference to any other clauses in this constitution unless otherwise indicated. The order in which the aims and objectives appear does not determine the importance or preference thereof over each other unless specifically stated.

4. APPLICATION OF CAPITAL:

At their discretion, the Trustees may spend all or part of the capital of the Trust in furthering the objects.

5. POWERS:

In addition to any other powers they have the Trustees may exercise any of the following powers in order to further the objects:

Along with endeavouring to achieve the aims and objectives of the trust, the Trustees shall be vested with powers to carry out specific duties relating to the smooth operation of the trust. Among these shall be:

- (a) To lay down general plan of work.
- (b) To make, amend and review policies of the trust for the control and management of the affairs of the Trust.
- (c) To buy, take on lease, or in exchange, hire or otherwise acquire property for Trust whenever it is required.
- (d) To sell, lease or otherwise dispose of all or any part of the property belonging to the Trust.
- (e) To borrow money without mortgaging any property of the Trust.
- (f) To establish, manage and control the institutions established or acquired by the Trust.
- (g) To raise funds and to engage the services of suitable persons for the purpose of fund raising.

- (h) To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.
- (i) To establish or support any charitable trusts, association or institutions formed for any of the charitable purposes included in the objects.
- (j) To acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects.
- (k) To create such advisory committees as the Trustees think fit.
- (l) To employ and remunerate such staff as are necessary for carrying out the work of the Trust.
- (m) To establish and maintain the Educational Centres, Places of Worship, cemetery, properties, lecture hall, meeting rooms and houses of residence for employees and Guests houses/rooms and assets of the trust and to provide, endow, furnish, equip these with all the necessary requisites
- (n) To arrange and pass funding for the payment of salaries or remuneration of employees or other persons engaged in the work of the Trust.
- (o) To appoint Trustees if there exist any vacancy in the Trust.
- (p) To establish (and dissolve) sub- and ad-hoc- committees from time to time whose function it shall be to manage and dispense with matters relating to the Trust.
- (q) To control the affairs of the funds of the Trust.
- (r) To solicit for and to employ the funds of the Trust in furthering the aims and objective set out herein and for any other cause as may be deemed appropriate in enhancing the cause of Islam and the Muslim community. Funds solicited or received for a particular and specific cause shall be limited to that cause unless in exceptional circumstances. In the event of limited availability of funding, the priority of order shall be the Places of worship, education and then other causes.
- (s) To call in, recover and, if necessary, to sue for all loans or other moneys including rents and the like belonging to the Trust.
- (t) To arrange for the appointments, removal, dismissals and/or the appointments of the paid employees of the Trust.
- (u) To generally deal with all matters of relevance in furthering and enhancing the cause of Islam and the Muslim community in addition to the powers vested with them which in their absolute discretion are conducive to the aims and objectives of the Trust.

(v) To do any other lawful thing that is necessary or desirable for the achievement of the objects.

(w) To acquire, receive, accept and manage funds, gifts, donations, grants, endowments and subscriptions, Zakat, Sadqat, Fitra and any other moveable or immovable property from all sources by lawful means and to utilize them for furthering and promoting the aims and objects of the Trust.

6. STATUTORY POWERS:

Nothing in this deed restricts or excludes the exercise by the Trustees of the powers given by the trustees Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

7. DELEGATION:

1... In addition to the statutory powers of the trustees, the Trustees may delegate any of their powers or functions to a committee of two or more Trustees. A committee must act in accordance with any directions given by the Trustees. It must report its decisions and activities fully and promptly to the Trustees. It must not incur expenditure on behalf of the Trust except in accordance with a budget previously agreed by the Trustees.

2... The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

8. DUTY OF CARE AND EXTENT OF LIABILITY:

When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the Trust, each or the trustees must use the level of care and skill that is reasonable in the circumstance, taking into account any special knowledge or experience that he or she has or claim to have.

No Trustee, and no exercising power or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or failing to act, he or she has failed to discharge the duty of care.

9. **APPOINTMENT/ELIGIBILITY AND TERMINATION OF TRUSTEES:**

That the First Trustees shall consist of 5 (Five) Trustees. We do hereby declare and appoint ourselves the First Trustees as under:

- (1)... **Mr. Mohammad Arshad Rahman** (Chairman)
- (2)... **Mr Abdul Rahman Mujahid** (Secretary)
- (3)... **Mr. Mohammad Iqbal** (vice Chairman)
- (4)... **Mr Mohammad Ismail Din** (Treasurer)
- (5)... **Mr Mohammad Arshid** (joint Secretary)

Here in this document called the **TRUSTEES**.

1. That the declarants, who are also mentioned as Trustees shall form the first Trustees and **Mohammad Arshad Rahman** shall be its first Chairman,
2. That the Management and control of the said Trust shall be vested in the present Trustees consisting of not less than 3 (Three) and not more than 7 members as Trustees who have completed the age of 21 years.
3. That in the interest of the Trust the Trustees shall have the discretionary powers to appoint and nominate more Trustees as and when they deem it necessary and proper.

4. That in case of death of Chairman or his resignation or disqualification to the office, another chairman shall be elected from amongst the remaining Trustees, and in the event of other office bearer or Trustees, the same shall be filled in by nomination from the remaining Trustees or from the general public.
5. That a Trustee shall cease to hold the office if He / She:-
 - (a) Holds or accepts any office or place of profit under the Trust.
 - (b) Resigns by written notice to the Trust unless, after the resignation, there would be less than two Trustees.
 - (c) Any sum due from the member to the Trust is not paid in full within six months of it falling due.
 - (d) Is removed from membership by a resolution of the Trustees that it is in the best interests of the Trust that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (i) The member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed.
 - (ii) The member or, at the option of the member, the member's representative (who need not be a member of the Trust) has been allowed to make representations to the meeting.
 - (e) Becomes insolvent.
 - (f) Becomes Non-Muslim, Qadiyani (Follower of Mirza Ghulam Ahmad Qadiyani), Wahabi, Deobandi or Shi'aa.
 - (g) Is convicted in any crime.
 - (h) Becomes unsound mind, infirm or incapable of acting as a Trustee.
 - (i) Remains absent from 3 (Three) consecutive quarterly meetings of the Trustees without reasonable grounds.

(j) Does any act or emission detrimental to the general interest of the Trust.

(K) Changes his school of thought from the Islamic school of thought as propagated and advocated by Shaikh Abdul Haque Muhaddis Dehlvi and Imam Ahmad Raza Khan of Brailly.

Provided that only the Trustees shall decide whether the Trustees has incurred any of the disqualification as mentioned above and its decision shall not be called in question in any court of Law.

10. ORDINARY MEETINGS:

The Trustees must hold at least three ordinary meetings each year. One such meeting in each year must involve the physical presence of those Trustees who attend the meeting. Other meetings may take such form, including videoconferencing, as the Trustees decide provided that the form chosen enables the Trustees both to see and to hear each other.

11. SPECIAL MEETINGS:

A special meeting may be called at any time by the person elected to chair meetings of the Trustees or by any Two Trustees. Not less than Five days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a Trustee or a proposal to amend any of the trusts of this deed, not less than 11 days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

12. NOTICE OF MEETINGS:

The minimum periods of notice required to hold a meeting of the Trust are:

(1) Twenty One (21) clear days for an ordinary meeting and Five (5) clear days for a special meeting.

(2) A meeting may be called by shorter notice if it is so agreed:

By a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90 percent of the total voting rights.

(3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted.

(4) The notice must be given to all the members and auditors.

(5) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

13. CHAIRING OF MEETINGS:

The Chairman of the Trust shall have right to chair every meeting of the Trustees. If he is not present within 15 minutes after the time appointed for holding a meeting, or if he has ceased to be a Trustee, the Trustees present must choose one of their numbers to chair the meeting.

The person elected to chair meetings in the absence of the chairman of the Trust shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the Trustees.

14. QUORUM:

No business shall be conducted at a meeting of the Trustees unless at least one third of the total number of Trustees at the time, or two Trustees (whichever is the greater) are present throughout the meeting.

If there is no quorum within 30 minutes of the scheduled time, the meeting will be adjourned, and will meet again next following day at the same place and time.

The Trustees may make regulations specifying different quorums for meetings dealing with different types of business.

15. VOTING :

(1) At meetings, decisions must be made by a majority of the Trustees present and voting on the question.

(2) The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

- (3) No member shall be entitled to vote at any meeting or at any adjourned meeting if he or she owes any money to the Trust.
- (4) Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- (5) Any organisation that is a member of the Trust may nominate any person to act as its representative at any meeting of the Trust.
- (6) The organisation must give written notice to the Trust of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Trust. The nominee may *continue to represent the organisation until written notice to the contrary is received by the Trust.*
- (7) Any notice given to the Trust will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Trust shall not be required to consider whether the nominee has been properly appointed by the organisation.

16. CONFLICT OF INTREST

A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interest of the Trust and any personal interest (including but not limited to any personal financial interest).

17. MINUTES:

The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes the Trustees must record their decisions and, where appropriate, the reasons for those decisions.

18. POWERS AND FUNCTIONS OF THE OFFICE BEARERS:

CHAIRMAN:

- (a) He/she will be the constitutional head of the Trust having the authority to chair the meetings and to preside over the meetings and enjoy the rights of casting vote.
- (b) In the absence of Chairman the meeting shall be presided over by any senior Trustee elected amongst those attending for such meeting.
- (c) The Chairman will be authorised to sanction for the emergent expenses such amount should not exceed £1000. (Pounds one thousand) approval of which shall have to be taken later on in the forthcoming meeting of the Trustees.

SECRETARY:

He or She Shall:

- (a) Be the Executive Head and In-charge of the office affairs of the Trust.
- (b) Keep in safe custody all the documents and other records of the Trust.
- (c) Arrange for calling of the meetings and issue notices.
- (d) Can sanction emergent expenses up to £500. (Pounds five hundreds) at a time for which approval shall have to be taken later on in the forthcoming meeting of the Trustees.
- (e) Correspond on behalf of the Trust.

ASSISTANT/JOINT SECRETARY:

He or She will:

- (a) Assist the Chairman, Secretary and Treasurer in discharge of their duties.
- (b) Act as a Secretary in his/her absence.

TREASURER:

- (a) The keeping of accounting records for the Trust;
- (b) The preparation of annual statements of account for the Trust;
- (c) To arrange for auditing or independent examination of the statements of account of the Trust;

- (d) The transmission of the statements of account of the Trust to the Commission;
- (e) The preparation of an annual report and its transmission to the Commission;
- (f) The preparation of an annual return and its transmission to the Commission.

TRUSTEE:

- (a) To know and participate in the activities of the Trust.
- (b) Shall have the right to vote at voting and have the privilege to be proposed for appointment/nomination Chairman or office bearer in the Trust.

19. ACCOUNTS, ANNUAL REPORT AND ANNUAL RETURN:

The Trustees must comply with their obligations under the Charities Act 1993, as amended by the Charities Act 2006, with regard to:

- (i) The keeping of accounting records for the Trust;
- (ii) The preparation of annual statements of account for the Trust;
- (iii) The auditing or independent examination of the statements of account of the Trust;
- (iv) The transmission of the statements of account of the Trust to the Commission;
- (v) The preparation of an annual report and its transmission to the Commission;
- (vi) The preparation of an annual return and its transmission to the Commission.

20. REGISTERED PARTICULARS:

The Trustees must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.

21. BANK ACCOUNT:

Any bank or building society account in which any of the funds of the Trust are deposited must be operated by the Trustees and held by the name of the Trust. Unless the regulation of the Trustees make other provision, all cheques and orders for the payment of the money from such an account shall be signed by at least two Trustees.

22. TRUSTEES NOT TO BENEFIT FINANCIALLY FROM THEIR TRUSTEESHIP:

The Trustees may employ, or enter into a contract for the supply of goods or services with, one of their number. before doing so, the Trustees must be satisfied that it is in the best interest of the Trust to employ, or contract with, that Trustee rather than someone who has no connection with the charity. In reaching that decision, they must balance the advantage of employing a Trustee against the disadvantage of doing so. *The remuneration* or the other sums paid to the Trustee must not exceed an amount that is reasonable in all the circumstances. The Trustees must record the reason for their decision in their minute book.

23. REPAIR AND INSURANCE:

The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Trust (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

24. EXPENSES:

The Trustees may use the Trust's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as trustees of the Trust.

25. AMENDMENT OF TRUST DEED

- (a) No changes, addition or alteration shall be made in this Trust Deed without prior approval of the Trustees.
- (b) The Trustees must send to the Commission a certified copy of the deed effecting any amendment made under the clause within three months of it being made.
- (c) No amendment may be made whose effect is that the Trust ceases to be a charity at law.

26. DISSOLUTION

The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Charity must be passed at a special meeting by a two-thirds' majority of the Trustees. Any assets of the Charity that are left after the Charity's debts have been paid ('the net assets') must be given:

- (i) To another Charity (or other Charities) with objects that are no wider than the Charity's own, for the general purposes of the recipient Charity (or Charities); or
- (ii) To any Charity for use for particular purposes which fall within the Charity's objects.

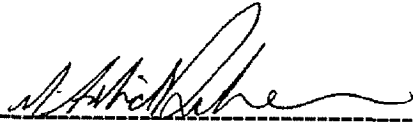
The Commission must be notified promptly that the Charity has been dissolved and, if the Trustees were obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution; they must send the Commission the Charity's final accounts.

27. INTERPRETATION

In this deed, all the reference to particular legislation are to be understood as references to legislation in force at the time of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation.

IN WITNESS of this deed the parties to it have signed below

1. Signed as a deed by:

1 (a) Mohammad Arshad Rahman 

On this 01 (day) of 12 month 2010 year


In the presence of

1(b) 

Witness's name: RAFIQUR REHMAN


Witness's address: _____

2. Signed as a deed by:

2(a) MR ABDUL RAHMAN MUJAHID 

On this 01 (day) of 12 month 2010 year

In the presence of

2(b) 

Witness's name: RAFIQUR REHMAN

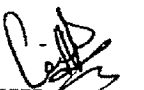
Witness's address: _____

3. Signed as a deed by:

(a) Mr. Mohammad Iqbal 

On this 01 (day) of 12 month 2010 year

In the presence of

3(b) 

Witness's name: RAFIQUR REHMAN

Witness's address: _____

4. Signed as a deed by:

4(a) Mr Mohammad Ismail Din 

On this 01 (day) of 12 month 2010 year

In the presence of

4(b) 

Witness's name:

RAFIQUR REHMAN

Witness's address:

5. Signed as a deed by:

5 (a) Mr Mohammad Arshid 

On this 01 (day) of 12 month 2010 year

In the presence of

5(b) 

Witness's name:

RAFIQUR REHMAN

Witness's address: