

CHARITABLE TRUST DEED

THIS DEED is made the 7th day of MARCH 2016

BETWEEN

UWAIS AHMED of 3/1109 New North Road, Mount Albert, Auckland, Student

YASIR SAID of 60A Freeland Avenue, Mount Roskill, Auckland, Store Manager

AURANG ZEB of 63B Ernie Pinches Street, Mount Roskill, Auckland, Business Manager

(hereinafter called "the Trustees")

WHEREAS

- A The parties to this deed wish to establish a charitable trust ("the Trust") for the objects described in clause 3 of this deed and have agreed to provide TEN DOLLARS (\$10.00) to be held by them as trustees subject to the trusts hereinafter set forth, such sum together with any capital and income that arises therein to be referred to as ("the Trust Fund")
- B The parties have agreed to enter into this deed specifying the purposes of the Trust and providing for its control and government.
- C The parties are the founding members of this Trust.

THIS DEED WITNESSES

1 NAME

The name of the Trust shall be the "NEW ZEALAND ISLAMIC CULTURAL TRUST"

2 OFFICE

The office of the Trust shall be at such place in Auckland as the Board of Trustee may determine.

3 THE PURPOSE

The purposes of the trust are as follows:

- a) To establish and maintain a religious and youth centre to advance the religion of Islam.
- b) To provide services to meet the charitable needs of people in poverty, youth at risk, the elderly, refugees, and other disadvantaged groups in the community.
- c) To corporate with other organisations having similar aims and objectives.
- d) To purchase, acquire or lease or sell, dispose of or lease any property movable or immovable, personal or real including securities and shares.
- e) To assist Muslim refugees and other immigrant Muslims to settle in New Zealand.
- f) To provide relief to the poor and needy in the community.
- g) To enjoin what is right and forbid what is wrong and to foster the true Aqaaid, beliefs and practices of Islam.
- h) To protect the religion of Islam from all repugnant innovations.
- i) To protect, preserve and promote religious rights of Muslims.
- j) To promote the religious, social, spiritual and educational advancement of Muslim adult and children.
- k) To develop brotherhood and co-operation in the Muslim community and to co-ordinate all Muslim activities in the locality.
- l) To collect donations and moneys and deal with the funds of the Trust in terms of the Shariat.
- m) To institute legal action by resorting to courts of the land wherever possible in order to safeguard and defend the teachings and laws of Islam.
- n) To foster friendship and understanding between Muslims and other communities in New Zealand.
- o) To deal with any or all matters relevant to the Muslim community.

4 BOARD OF TRUSTEES

- 4.1 Board.** There shall be a Board of Trustees ("Board") which shall consist of all the above-named trustees and anyone else the trustees may appoint by a unanimous decision.
- 4.2 Term of board.** Unless otherwise specified in this deed each member of the board shall hold office for a period as decided by the Board or until he dies or is declared bankrupt or is found to be mentally disordered person within the meaning of the Mental Health Act 1969 or indicates in writing that he wishes to resign from the Board, or his trusteeship has been terminated by the Board. Any retiring member shall be eligible for re-appointment.
- 4.3 Appointment of new trustees.** Any vacancy on the Board shall be filled by the remaining trustees on the Board by appointing any person who they think is fit to be a trustee.
- 4.4 Appointment of further trustees.** The Board may at any time appoint any person who they think is fit to be a trustee for any term they think fit.
- 4.5 Termination of trusteeship.** The Board may by a motion decided by consensus of the remaining trustees terminate the trusteeship of any trustee if that action is in the best interest of the trust.

5 Proceedings of the board

- 5.1 Meetings.** The board shall meet at such times and places as it determines, and shall elect a Chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.
- 5.2 Officer.** The Board shall appoint a secretary and a treasurer. The same person may hold both the positions. The secretary and treasurer need not be members of the board.
- 5.3 Chairperson.** The chairperson shall preside at all meetings of the Board at which he is present. In the absence of the chairperson from any meeting the members present shall appoint one of their number to preside at that meeting.
- 5.4 Quorum.** At any meeting of the Board 70% of members of the Board shall form a quorum, and no business shall be transacted unless the quorum is present.
- 5.5 Voting.** All questions before the board shall be decided by consensus. However, where a consensus decision cannot be reached on any question, the Chairperson shall make the final decision after hearing the views of all the members.

5.6 Minutes. The secretary shall keep minutes of all board meetings which shall be available for inspection by board members at reasonable times.

6 Powers

6.1 General and specific powers. In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the board may exercise in order to carry out its charitable objects are as follows:

- a) to raise funds for the trust from time to time in such a manner as it shall consider most beneficial for the purpose thereof provided that method does not contravene the Shariat and to invest in the name of the trust such part thereof as it may deem necessary with or without security and upon such terms as to priority and otherwise as the Board think fit;
- b) to use the funds of the trust as the board thinks necessary or proper in payment of the costs and payments of the Trust, including the employment of professional advisers, agents, officers and staff, teachers, Imams or any other person as appears necessary or expedient; and
- c) to purchase take on lease or on exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purpose of attaining the objects of the Trust, and to sell, exchange, bail or lease, with or without the option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- d) to carry on any business; and
- e) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the board thinks fit; and
- f) to do all things as may from time to time appear or desirable to enable the Board to give effect to and to attain the aims and objectives of the Trust.
- g) to open and operate, at the discretion of the Board, a banking account of which the signatories shall be the Chairperson and the Secretary or Treasurer or any other member as authorised by the Board.
- h) to draw, make, endorse, accept, extend, executive and issue cheques, promissory notes, bills of exchange and other negotiable or transferable instruments, provided they are in conformity with the Shariah.
- i) to pay out of the income of the trust expenses, rates and taxes and other debts and dues of the Trust.

- j) generally to undertake all such matters as may be expedient to further the aims of the trust or which may be incidental or conducive to the attainment of the aforesaid objectives of the Trust.

6.2 Employment. Under rule 7.1(a) the board may employ as agents, officers and staff persons who are members of the board.

7 FINANCIAL ISSUES

7 Income benefit or advantage to be applied to charitable purposes

7.1 Application. Any income, benefit or advantage shall be applied to the charitable purposes of the Trust.

7.2 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee, Officer or Member may receive full reimbursement for all expenses properly incurred in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any Trustee, Officer or Servant of the Trust in return for services actually rendered to the Trust;
- (c) any Trustee, Officer or Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that person or by any firm or entity of which that person is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee, Officer or Member may retain any remuneration properly payable to them by any company or undertaking with which the Trustee, Officer or Member
- (e) has acted in any capacity whatever, notwithstanding that that Trustee, Officer or Member's connection with that company or undertaking is in any way attributable to their connection with the Trust.

7.3 The Trustees/Committee, in determining all reimbursements, remuneration and charges payable in the terms of the foregoing clause or of any of the kinds referred to in section CC 1, subpart CD and sections CE 1, CE 3, CF 1, CG 1 and CH 3 of the Income Tax Act 2004, shall ensure that the restrictions imposed by the following clause are strictly observed:

- (a) **PROVIDED ALWAYS** and not withstanding anything contained or implied in this Deed, any person who is –

- (i) Settlor, Trustee or Member of the Trust
- (ii) a shareholder or director of any company carrying on any business of the Trust; or
- (iii) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (iv) an associated person (as defined by the income Tax Act 1994) of any such settlor, trustee, shareholder or director; shall not, by virtue of that capacity be able to determine or materially influence in any way (whether directly or indirectly) whatsoever the

- (A) determination of the nature;
- (B) the amount of any benefit or advantage or income;
- (C) the circumstances in which it is or is to be or is able to be afforded to, or received, gained, achieved, or derived;

as a result of their employment by or involvement with the Trust and such persons shall not participate in any deliberations and proceedings by which such income, benefit or advantage is being determined.

- (b) **AND** notwithstanding anything expressed or implied in this Deed, no commercial transaction, including the relinquishing of assets, will be entered into unless, having regard to the terms and conditions of the loan or agreement

- (i) payment by way of interest or rent shall not exceed current commercial rates;
- (ii) receipts by way of interest or rent shall not be at less than current commercial rates; and
- (iii) sale of Trust property will always be at current market value.

- (c) **AND** any member who is in anyway interested or concerned directly in any property or undertaking in which the Trust is or may be concerned or involved, shall disclose the nature and extent of their interest to the Trustees/Committee, and shall take no part whatever in any deliberations of the Trustees/Committee concerning any matter in which that person is or may be interested other than as a member of the Trust.

7.4 Professional account and influence: A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

8 Accounts

- 8.1 True and fair accounts.** The board shall keep fair accounts of all money received and expended.
- 8.2 Audit.** The board shall as soon as practicable after the end of every financial year of the board , cause the accounts of the board for that financial year to be audited by an accountant appointed by the Board for that purpose and the board shall present the audited accounts to the annual general meeting of the Trust together with an estimate of income and expenditure for the current year.

9 Power to delegate

- 9.1 Power to delegate.** The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.
- 9.2 Delegate bound.** Any committee or person whom the board has delegated power or duties shall be bound by the charitable terms of the trust.
- 9.3 Delegation revocable.** Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.
- 9.4 Delegate need not be board member.** It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

10 Common seal

The Board shall have a common seal which shall be kept in the custody of the Secretary, or such other officer as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signature of two members of the Board.

11 Alteration of rules.

The Board may by consensus by supplemental deed make alterations or additions to the terms and provisions of this deed provided that no such alterations or additions shall detract from the exclusively charitable nature of the Trust or result in the

distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or

12. Disposition of surplus assets

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the Board decides, if the Board is unable to make such a decision, shall be disposed of in accordance with the direction of the High Court pursuant to section 27 of the Charitable Trust Act 1957.

IN WITNESS this deed is duly executed.

SIGNED by:

UWAIS AHMED

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Date:

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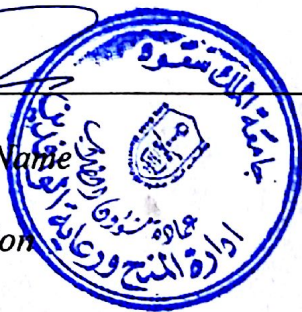
07/03/16

In the presence of:

Witness Name

Occupation

Address



Mr Saif As saif
Secretary - Scholarship Department
King Saud University
King Abdululla Road
Riyadh, SAUDI ARABIA

YASIR SAID

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Yasir Said

Date:

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22 FEB 2016

In the presence of:

[Signature]

Witness Name

Occupation

Address

**Dawud M.A Bahadur
Barrister
Auckland, NZ**

AURANG ZEB

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Aurang Zeb

Date:

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22 FEB 2016

In the presence of:

[Signature]

Witness Name

Occupation

Address

**Dawud M.A Bahadur
Barrister
Auckland, NZ**