

The Anjuman
-I-
Islam

Memorandum
& Articles Of Association

Scheme of Charities, Funds &
Scholarships & Institutions
managed by Anjuman-Islam
at Bombay. Poona & Panchagani.

The Anjuman-Islam
Bombay

THE

ANJUMAN-I-ISLAM

BOMBAY

(Incorporated under Indian Companies
Act. 1913. New Companies Act. 1956)

Memorandum

and

Articles of Association,

Scheme of Charities, Funds & Scholarships,
& Institutions Managed by Anjuman-I-Islam
at Bombay, Poona and Panchgani.

Badruddin Tyabji Marg, off 92, Dadabhoy Nacroji Road,
Bombay - 400 001.

Tel. : 415 01 77 / 415 16 10

FOREWARD

THE ANJUMAN-I-ISLAM is a Sole Trustee of a number of Trusts and managing more than 22 educational institutions and orphanages at Bombay, Pune and Panchgani. It is second largest institution of minorities in our country. Recently it has taken over the management of some more trusts. These trusts have been included in the latest edition of "The Scheme of Charities of Anjuman-i-Islam".

THE ANJUMAN-I-ISLAM is an incorporated body under the Indian Companies Act. This book-let also contains Memorandum and Articles of Association of ANJUMAN-I-ISLAM.

IN the recent years the ANJUMAN-I-ISLAM has taken up various projects in the field of education and social welfare in accordance with its objects of promoting educational and social welfare of muslim community. The following are some of the projects which the Anjuman-i-Islam has completed recently.

1. Establishment of M. H. Saboo Siddik College of Engineering which is a prestigious institution of our community. The construction of new building of M. H. Saboo Siddik College of Engineering has come up to the 3rd floor level.
2. A. D. Bawla Orphanage at Versova is almost complete and its School is already working.
3. The construction of ANJUMAN-I-ISLAM PeerMohamed Primary School building Poona has been completed in VM. DM. & PM. Complex and the Primary School has been shifted to the new building and is running effectively.
4. AKBAR PEERBHOY GIRLS' POLYTECHNIC was started under the able guidance of Mrs. Homai A. Peerbhoy. A multi-purpose hall and dining hall at Panchgani have been newly constructed.
5. A multi-purpose open pavilion is under construction at Pune.
6. The K. G. Classes in English Medium School is a new addition to the Anjuman-i-Islam V. T. High School.
7. It is heartening to note that Anjuman-i-Islam has spent about Rs. 1 crore on the above newly constructed buildings.

All this has become possible due to whole-hearted support and help of affluent members of our community and number of people in the field of education, industry, Medical, legal and professions from our community who are members of General Council and its various boards and who devote their time and energy for the achievement of the noble objects of ANJUMAN-I-ISLAM.

THE ANJUMAN-I-ISLAM is celebrating its Centenary this year and preparations are going on to celebrate this occasion in a befitting manner. The Anjuman-i-Islam propose to take up many new projects on the occasion of its Centenary Celebration.

First Edition 1948
Second Edition 1957
Third Edition 1971
Fourth Edition 1974
Fifth Edition 1976

Sixth Edition 1977 (new & with revised articles of Association approved by the General Body in June 1977)

Seventh Edition 1986 (contains additional charities, Funds and Scholarships & names & addresses of Institutions managed by Anjuman-i-Islam)

number of students in the various institutes of ANJUMAN has gone in 18,600 in 1975/76 to about 27,000 currently. The ANJUMAN-I-ISLAM is engaged in collecting Rs. 2,00,00,000- (Rupee two crores) for completing various other projects. We are looking forward to the full support from general public and philanthropists in our endeavour to promote national, social and general welfare of members of our community, the subject for which the Anjuman-i-Islam was established, a century back. Book-let attempts to give some idea about the Constitution, the "Scheme of Charities" of Trusts Funds & scholarships managed by Anjuman-i-Islam and also contains names and addresses of the institutions managed by ANJUMAN-I-ISLAM, and the photographs of the institutions. Some will be found useful by individuals and other institutions interested in knowing about ANJUMAN-I-ISLAM.

Respectfully Mr. A. Sattar Zariwala, our Hon. Jt. Secretary for producing this informative booklet on Anjuman-i-Islam on the occasion of its 100th Anniversary Celebrations.

A. Sattar Zariwala

ISHAQ JAMKHANAWALA

President

Anjuman-i-Islam

The 7th Edition of the Scheme of various charities and Funds & Scholarships contains the additional charities of Akbar Peerbhoy Memorial Trust, Aziz & Hamida Ahmedbhai Trust, Zubeida Talib Trust, Manal & Abdul Sattar Charitable Trust and extracts of Islamic & Arabic Studies Trust. All the above Trusts are managed by the Anjuman-i-Islam as Sole Trustee, except the last trust, viz. Academy of Islamic & Arabic Studies Trust, which is managed by Anjuman-i-Islam jointly with the nominees of His Holiness Dr. Sayedna Mohammed Burhanuddin Sahab, Head of the Dawoodi Bohra Muslim sect. In this Trust of the nine Trustees four shall be nominated by His Holiness Dr. Sayedna Mohammed Burhan Sahab Head of the Dawoodi Bohra Muslim Sect and four Trustees shall be nominated by the "The President of the Association of Anjuman-i-Islam". Some of the funds and Scholarships which had not been included in the 6th Edition and some charities and scholarships which have come into existence after the publication of 6th Edition have been included in the present 7th Edition to make all the Schemes of Charities and Funds and Scholarships managed by the Anjuman-i-Islam up-to-date. Also included in this edition are the names and addresses and photographs of various institutions managed by Anjuman-i-Islam at Bombay, Poona & Panchgani.

A. SATTAR ZARIWALA

Date 1st March 1986

Hon. Jt. Secretary

THE ANJUMAN-I-ISLAM

The Anjuman-i-Islam was founded in 1875 by a small group of Muslims who were animated by a "desire to see the Musalmans rise higher in the moral, social and educational scale." An investigation into the causes of the handicaps under which the Muslim community was suffering made them realise that root cause of its backwardness lay in indifference to education in general and in its reluctance to avail itself of the newer type of learning in particular. The Anjuman sought and obtained from the Government some concession in the form of special educational facilities in the existing institutions which, it was thought, would encourage a greater number of parents to send their sons to school. But it was soon found that these facilities would not, by themselves, make any substantial difference. Ultimately, in 1880, the Anjuman itself undertook to run a school for boys. This school was started at Babula Tank Road, but the number of boys increased so rapidly that it soon had to look for large premises and in 1893, it finally moved to its new building at Dr. Dadabhai Naoroji Road on land granted by the Government.

The constitution of the Anjuman-Islam has changed during its history of over ninety-nine years. The final authority has been vested in its members, who either pay subscription of Rs. 25/- per annum or compound such annual payments for a lump sum of Rs. 250/- and become permanent members. The membership fee was revised during 1971-72 from the original figure of Rs. 12 and Rs. 150 respectively. In 1932 a scheme was framed by the High Court for the school and charitable funds managed by the Anjuman, and in 1936 a constitution was adopted by the Anjuman to bring its rules and regulations in alignment with the provisions of the new scheme.

In 1946 an association called the "Anjuman-i-Islam" was incorporated under the Indian Companies Act of 1913, with a licence from the Government to omit the word "Limited" after the name. The promoters of this association were the members of the Managing Committee of the Anjuman-i-Islam and the trustees of Mohamed Haji Saboo Siddik Institution and of the Baitul-Atfal Muslimeen. The intention was that this incorporated association should take over the management of the Anjuman-i-Islam Charities, the Mohamed Haji Saboo Siddik Institution and the Baitul-Atfal-Musthmeen, and also serve as agency with which other charities or trusts could be associated so that they may all be brought under one management. This scheme was in due course sanctioned by High Court.

The Anjuman now acts as a trustee for a number of charities in addition to the Anjuman-i-Islam Charities governed by the scheme of 1932. These charities are mentioned in this booklet.

The present constitution of the Anjuman, as incorporated under the Indian Companies Act, provides for a General Council of 45 members, 30 of whom are elected by members of the Anjuman from amongst themselves, 10 are the representatives of Public Bodies and 5 are nominated by the President.

The council meets periodically and is responsible for all major decisions on policy matters. The actual management of the various institutions is entrusted to different Boards formed by the General Council both from amongst its own members and from members of the Anjuman and the Executive Council, comprising of the President, the Vice-Presidents, the Executive Chairmen of all the Boards, Hon. Gen. Secretaries, Hon. J.L. Secretaries and two members of the General Council nominated by the President.

At present, it manages 25 institutions, it imparts education to over 27,000 boys & girls, its annual expenditure is over 2 crore rupees.

It is the foremost Educational Institution of minorities in our Country.

ANJUMAN-I-ISLAM
BOMBAY

PAST PRESIDENTS AND SECRETARIES

YEAR	PRESIDENT	HONORARY SECRETARY
1875-76	Cumruddin Tyabji	Munshi Gulam Mohamed and Munshi Gulam Mohiuddin
1876-80	"	Kazi Burhanuddin and Shaikh Mohamed Kurtey
1880-81	"	Badruddin Tyabji and Shaikh Mohamed Kurtey
1881-82	"	Badruddin Tyabji and Abba Shamsuddin Tyabji
1882-86	"	Badruddin Tyabji and Shaikh Mohamed Kurtey
1886-89	"	Badruddin Tyabji and Abdulla Meherali Dharamsey
1889-90	Nakhoda Mohamedali Rogay	"
1890-92	The Honourable Mr. Justice Badruddin Tyabji	Rahimtoola Mohamed Sayani and Abdulla Meherali Dharamsey
1892-97	"	Abdulla Meherali Dharamsey and Fatehali Shaikh Ahmed
1897-1902	"	Fatehali Shaikh Ahmed and Kazi Kabiruddin
1902-03	"	Kazi Kabiruddin and Camruddin Amiruddin
1903-04	"	Kazi Kabiruddin and Faiz Badruddin Tyabji
1904-06	"	Haji Yusuf Haji Ismail and Faiz Badruddin Tyabji
1906-07	"	Haji Yusuf Haji Ismail and Abdeali M. Kajiji
1907-09	Sir Currimbhoy Ebrahim	Abdeali M. Kajiji and Jaferbhoy Rahimtoola
1909-10	"	Jaferbhoy Rahimtoola and Fazalbhoy Currimbhoy

EXECUTIVE COUNCIL

Dr. M. Ishaq Jamkhanawala	— President
Mr Mustafa Fakih	— Vice-President
Mrs Housai A. Feerbhoy	— Vice-President
Mr Aziz H. Ahmedbhoy	— Vice-President
Mr A. Majeed E. Paçka	— Hon. General Secretary
Mr Y. H. Murad	— Hon. Jt. Secretary
Mr. A. Sattar Zariwala	— Hon. Jt. Secretary
Mrs Zuleikha S. Merchant	— Member
Mr M. B. Lukmani	— Member
Mr A. Sattar S. Omer	— Member
Dr N. S. Gorekar	— Member
Mr K. Ziauddin	— Member
Mr F. A. A. Jasadawala	— Member
Prof. A. A. Kazi	— Member
Mr. Ahmed R. Peer mohamed	— Member
Dr A. U. Memon	— Member
Mr A. K. Hafizka	— President's Nominee

YEAR	PRESIDENT	HONORARY SECRETARY	YEAR	PRESIDENT	HONORARY SECRETARY
1910-12	Sir Currimbhoy Ebrahim	Fazalbhoy Currimbhoy and Mirza Ali Mohamed Khan	1936-38	Osman Sobani (After Incorporation)	Saif F. B. Tyabji and R. F. Munshi
1912-14	Haji Yusuf Haji Ismail Sobani	Mirza Ali Mohamed Khan and K. B. Hakim Mohamed Dayam	1938-41	Mohamed Haji Ahmed	R. F. Munshi
1914-15	"	K. B. Hakim Mohamed Dayam and Ali Mohamed Khan Dehla	1941-42	A. E. Maskati	"
1915-16	"	Mirza Ali Mohamed Khan and T. M. Kajiji	1942-44	"	Saif F. B. Tyabji, R. F. Munshi and Mohamed Haji Ahmed
1916-17	"	K. B. Hakim Mohamed Dayam and T. M. Kajiji	1944-48	Hadi C. Tyabji	"
1917-32	The Honourable Mr. Justice A. M. Kajiji	K. B. Hakim Mohamed Dayam and T. M. Kajiji	1947-48	Saif F. B. Tyabji	R. F. Munshi
1932-34	The Honourable Mr. Justice Faiz B. Tyabji	T. M. Kajiji	1948 to 29.12.49	"	S. S. Desnavi
3.12.24 to 14.1.35	The Honourable Mr. Justice Sir Euleman Cassum Miha	Mohamed Haji Ahmed	30.12.49 to 30.10.54	Mohamed Haji Ahmed	"
14.1.35 to 14.3.35	Hussain B. Tyabji		1.11.54 to 12.11.57	Saif F. B. Tyabji	"
14.3.35 to 29.6.35	The Honourable Mr. Justice Faiz B. Tyabji	Saif F. B. Tyabji	20.12.57 to 31.3.59	Akbar A. Peerbhoy	"
29.6.35 to 29.9.35	"	Mohamed Haji Ahmed and Haji Hasham Ibrahim	1.4.59 to 30.9.64	"	A. R. Dawood
29.9.35 to 31.3.36	Osman Sobani		1.10.64 to 22.7.68	"	S. S. Desnavi
			23.7.68 to 22.4.68	"	A. R. Dawood

Certificate of Incorporation

No. 5357 of 1946 - 1947

I hereby certify that ANJUMAN-I-ISLAM is this day incorporated under the Indian Companies' Act, VII of 1913, and that the Company is Limited.

Given under my hand at Bombay this Twentieth day of November One thousand nine hundred and forty-six.

The Seal of the Registrar
of Companies Bombay.

BEHRAMJI M. MODI
Registrar of Companies

YEAR	PRESIDENT	HONORARY SECRETARY
24.4.68 to 31.5.69	Akbar A. Peerbhoy	A. Taher
16.6.69 to 12.12.69		Shabbar Ali
13.12.69 to 13.2.74	"	S. S. Desai
14.2.74 to 16.7.75	A. K. Hafizka	"
17.7.75 to 31.3.76	A. R. Antulay	"
20.6.1977 to 1.8.1983	M. Harris	A. Majeed E. Patka
19.8.1983	Dr. M. Ishaq Jamkhanawala	"
	Y. H. Murad Abdul Sattar Zariwala	Hon. Jt. Secretaries

LICENCE.

Licence Under Section 26 of the Indian Companies' Act, 1913.

WHEREAS It has been proved to the Government of Bombay that "The Association of Anjuman-i-Islam" which is about to be registered under the Indian Companies' Act, 1931 as amended from time to time, has been formed for the purposes, *inter alia*, to promote the educational, social, economic and general welfare of Muslims in every manner and by all lawful means, to undertake the execution of all trusts, and to act as the mutwalli of all waqfs recognised as valid in Muslim law, and to do all things as are incidental and conducive to the attainment of the said objects; and that it is the intention of the Association of Anjuman-i-Islam that the income and property of the Association whensoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in its Memorandum, and that no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association.

NOW THEREFORE the Government of Bombay by this licence is pleased to direct under the provisions of section 26 of Indian Companies' Act 1913, as amended from time to time, that "The Association of Anjuman-i-Islam" be registered as a company with limited liability without the addition of the word 'Limited' to its name.

This Licence is granted subject to the conditions and regulations which are contained in the Memorandum of the said Association as subscribed by the members thereof a copy of which is herewith annexed.

Given under the hand of B. Venkatappiah, Esquire, I.C.S., Secretary to the Government of Bombay, Finance Department, this 26th day of October 1946.

B. Venkatappiah
Secretary to the Government of Bombay
Finance Department.

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MEMORANDUM OF ASSOCIATION

OF THE

ANJUMAN-I-ISLAM

1. The name of the Association is the Anjuman-i-Islam.
2. The registered office of the Anjuman-i-Islam (hereafter called the Anjuman) will be situated in the Province of Bombay.
3. The objects for which the Anjuman is established are:
 - (a) to promote the educational, social, economic and general welfare of Muslims in every manner and by all lawful means;
 - (b) to undertake the execution of all trusts and to act as the mutwall of all waqfs recognised as valid in Muslim law;
 - (c) to purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property which may be deemed necessary or convenient for any of the purposes of the Anjuman;
 - (d) to construct, maintain and alter any houses, building, or works necessary or convenient for the purposes of the Anjuman;
 - (e) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Anjuman;
 - (f) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Anjuman in the shape of donations, annual subscription, or otherwise;
 - (g) to print and publish any newspapers, periodicals, books or leaflets that the Anjuman may think desirable for the promotion of its objects;
 - (h) to sell, manage, lease, mortgage dispose of or otherwise deal with all or any part of the property of the Anjuman;
 - (i) to borrow and raise money in such manner as the Anjuman may think fit;
 - (j) to invest any moneys of the Anjuman, not immediately required for any of its objects, in such manner as may from time to time be determined;

- (k) to subscribe to any charity and to grant donations for any public purposes and to provide a provident fund for the servants of the Anjuman or otherwise to assist any such servants, their widows and children;
- (l) to establish and support and to aid in the establishment and support of any other associations formed for all or any of the objects of the Anjuman;
- (m) to amalgamate with any other companies, institutions, societies or associations having objects altogether or in part similar to those of the Anjuman;
- (n) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Anjuman is authorised to amalgamate, and
- (o) to do all other things as are incidental or conducive to the attainment of the above objects.

4. The income and property of the Anjuman, whensoever derived, shall be applied solely towards the promotion of the objects of the Anjuman as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend bonus, or otherwise howsoever by way of profit, to the members of the Anjuman provided that nothing herein shall prevent the payment in good faith, of remuneration to any officers of the Anjuman, or to any member of the Anjuman, or other person, in return for any services actually rendered to the Anjuman.

5. No addition, alteration or amendment shall be made to the provisions of this Memorandum of Association or any regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Government of Bombay.

6. The 4th and 5th paragraphs of the Memorandum contain conditions on which a licence is granted by the Government of Bombay to the Anjuman in pursuance of section 26 of the Indian Companies' Act 1913.

7. The liability of members is limited. Every member of the Anjuman undertakes to contribute such amount not exceeding Re. 1 to the assets of the Anjuman in the event of the same being wound up, during the time he is the member of the Anjuman or within one year afterwards as may be required for payment of the debts and liabilities of the Anjuman contracted before the time at which he ceases to be a member of the Anjuman and for the costs, charges and expenses of winding up the same and for adjustment of the rights of the contributors amongst themselves.

8. If upon the winding up or the dissolution of the Anjuman there remains after the satisfaction of all its debts and liabilities, and property whatsoever, the same shall not be a paid to or distributed among the members of the Anjuman, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Anjuman to be determined by the members of the Anjuman at or before the time of dissolution or in default thereof by such judge of the High Court of Judicature at Bombay as may have or acquire jurisdiction in the matter.

9. True accounts shall be kept of the sums of money received and expended by the Anjuman, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Anjuman, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Anjuman for the time being, shall be open to the inspection of the members. Once at least in every year the accounts of the Anjuman shall be examined and the correctness of the balance sheet ascertained, by one or more properly qualified auditors.

We, the several persons whose name and addresses are subscribed are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Name	Addresses and descriptions of subscribers
Mohamed Haji Ahmed	Ridge Road, Malabar Hill, Bombay, Merchant.
A. R. Khan	West Bapty Road, Bombay, Moulvi.
Cassamally Dawoodbboy	C/o. Messers Mulla & Mulla, Solicitors, 51, Mahatma Gandhi Road, Bombay, Managing Clerk.
M. B. Rehman	Ismail Yusuf College, Jogeshwari, Principal.
M. S. Maniar	Memoni Building, Old Parsi Statute, Bombay, Merchant.
Musa T. Merman	Patharia Palace, Mahomedally Road, Bombay, Advocate.
Khan Bahadur R. F. Munshi	Rafi Manzil Hornusji Street, Lower, Colaba, Bombay, Barrister-at-law.

**ARTICLES OF ASSOCIATION
OF THE
ANJUMAN-I-ISLAM**

Hadi C. Tyabjee	Ravindra Mansion, Dinshaw Vacha Road, Bombay, Merchant.
A. E. Maskati	Maskati Building, Mahomedally Road, Bombay, Merchant.
Hanifa R. N. Fatehally	Juhu Lane, Andheri, Social worker.
Zarina Currimbhoy	Napean Sea Road, Bombay, Social worker.
V. Tyabji	Somerses Lodge, Warden Road, Bombay, Solicitor.
T. M. Kajiji	Maskati Court, Queen's Road, Bombay, Barrister-at-law.
Saif F. B. Tyabji	Somerses Lodge, Warden Road, Bombay, Solicitor.
S. A. Brelvi	128, Church Gate Reclamation, Bombay, Editor.
S. M. Khaikhatay	Juma Masjid, Bombay, Solicitor.
Mahomed Umar Dada	Bellasis Road, Bombay, Merchant.
Akbar A. Peerbhoy	4, Walkeshwar Road, Bombay, Barrister-at-law.
A. A. Mecklal	Mecklai Mansion, Warden Road, Bombay, Merchant.
M. H. Hasham Premji	Land's End, Bandra, Merchant.
Habib I. Rahimtoola	Peddar Road, Bombay, Merchant.
Abdul Rahim B. Shefih	Munshi House, Kambekar Street, Memon Moholla, Bombay, Advocate.
Shirin G. Patel	Dongri, Bombay Doctor.
Abdul Majid Tungekar	Nagdevi Street, Bombay, Merchant.
Ahmed Nakhoda	80, Walkeshwar Road, Bombay, Landlord.
A. A. Jasdarrwalla	Rahimtoola House, Sir Pherozshah Mehta Road, Bombay, Merchant.
Abdul Latif Dada	Bellasis Road, Bombay, Merchant.
Fazal I. Rahimtoola	Taj Mahal Hotel, Bombay, Merchant.
R. M. Chinoy	Meher Building, Chowpaty, Bombay Merchant.
Gulamali G. Merchant	64, Marine Drive, Bombay, Advocate.
A. R. M. Yusuf	Novha House, Queen's Road, Bombay, Landlord.

Witness - I U Mansuri

Interpretation

1. In these Articles the following words or expressions shall have the following meanings unless repugnant to the subject or context.
 - (a) "the Act" means "the Companies Act 1956" as amended from time to time;
 - (b) "Anjuman" means "the Anjuman-I-Islam" incorporated under the Indian Companies Act 1913 now the Companies Act 1956;
 - (c) "Constitution" means "the Memorandum & Articles of Association of the Anjuman" for the time being in force;
 - (d) "Member" means "a member for the time being of the Anjuman whose name shall have been duly entered in the Register of Members and who has not ceased to be a member by virtue of any of the provisions of the Constitution and shall include a subscriber to the "Memorandum & Articles of Association of the Anjuman;"
 - (e) "Office" means "the Registered Office for the time being of the Anjuman;"
 - (f) "Prescribed" means "prescribed by the Constitution or by rules framed by the General Council;"
 - (g) "President" means "the President for the time being of the Anjuman;"
 - (h) "Presiding Authority" in relation to any general meeting or any meeting of the General Council or of the Executive Council or of any Board constituted under these Articles or of any Committees appointed by the General Council pursuant to the power in that behalf vested in the General Council, shall mean "the person for the time being and from time to time presiding over such meeting."

Dated this 24th day of September, 1946.

- (i) "General Council" means "the General Council of the Anjuman for the time being;"
- (j) "Register of Members" means "the Register of Members to be kept pursuant to the Act;"
- (k) "Year" means "the period commencing on 1st April and ending on 31st March next following;"
- (l) Words importing masculine gender shall be taken to include females and words importing singular number shall include the plural number and vice versa.
- (m) "Marginal Notes and Catch Lines" — the Marginal Notes and Catch Lines contained in these Articles shall not affect the construction thereof.

MEMBERS

- Number of Members**
2. For the purpose of registration of the Anjuman under the Act the Anjuman is declared to consist of 500 members but the General Council may from time to time increase the number of members.
- Classes of Members and Qualifications of Membership**
3. There shall be four classes of members of the Anjuman as follows :
- (1) Patrons
 - (2) Permanent Subscribing Members
 - (3) Permanent Honorary Members
 - (4) Annual Subscribing Members

Any person above the age of 18 years will, subject to the provisions of these Articles and any provisions that may be prescribed, be qualified to be a member of the Anjuman.

An employee of the Anjuman so long as he continues to be in the employment of the Anjuman will be dis-qualified from being or becoming a member of the Anjuman. An employee of the Anjuman will however, become entitled to be a member of the Anjuman on his ceasing to be in the employment of the Anjuman.

- Patrons**
4. Any person qualified to be a member and paying a sum of Rs. 10,000 (Rupees Ten Thousand) to the Anjuman may be elected a patron by the General Council.
- Permanent Subscribing Member**
5. Any person qualified to be a member applying on the prescribed form and paying at the time of application a sum of Rs. 250/- (Rupees Two Hundred Fifty) to the Anjuman may be elected a permanent subscribing member of the Anjuman by the General Council.
- Permanent Honorary Members**
6. (a) Any person qualified to be a member applying on the prescribed form and who has been a Trustee or Manager of any Trust or Institution transferred to the Anjuman may be elected a permanent honorary member of the Anjuman by the General Council.
- (b) Any person of outstanding merit or who has rendered meritorious public service and who is qualified to be a member may on being invited by the General Council be enrolled as a permanent honorary member of the Anjuman provided that at least two-third of the members present at the meeting of the General Council at which the name of such person is proposed for enrolment as a permanent honorary member are in favour of such an invitation being extended.
- Annual Subscribing Member and Annual Subscription**
7. Any person qualified to be a member applying on the prescribed form and paying at the time of application a sum of Rs. 25/- to the Anjuman may be elected as an annual subscribing member of the Anjuman by the General Council. Annual subscribing member shall pay to the Anjuman an annual subscription of Rs. 25/- provided that the sum of Rs. 25/- paid by the applicant at the time of application for membership shall be deemed to be the subscription paid by the applicant on his being elected as such member for the then current year. The annual subscription shall be payable in advance within two months of the commencement of the year.
- Former Life Members to Become Annual Subscribing Members**
8. All persons who are on the Register of Members of Anjuman as life members shall on and after the date of the adoption of these Articles become annual subscribing members of the Anjuman without any liability for payment of any annual or other subscription. All such persons

shall continue to be annual subscribing members as above so long as they continue to be in the employment of the Anjuman or in the employment of any of the institutions under the management of the Anjuman. All such persons shall cease to be such annual subscribing members on their ceasing to be in the employment of the Anjuman or any of the institutions under the management of the Anjuman. All such persons shall however, on ceasing to be in the employment of the Anjuman or any of the institutions under the management of the Anjuman, be entitled to be elected as members of the Anjuman of any class in their own right in accordance with the provisions contained in these Articles for election of members of the Anjuman.

Defaulting Members

9. Any annual subscribing member whose subscription is in arrears for more than twelve months may one month after the demand in writing has been made, be posted up as the defaulter on a resolution of the General Council and may, one month after being so posted, be removed from membership on a further resolution of the General Council. Any such member may be re-elected but only on payment of all arrears of subscription due from him at the time of his removal from the membership as well as all subscription for the period during which he is removed from membership.

Termination of Membership

10. A member shall cease to be a member of the Anjuman :-

- (a) on his resigning membership by a letter addressed to the General Secretary;
- (b) on his being found to be of unsound mind by a court of competent jurisdiction;
- (c) on his being adjudged insolvent;
- (d) on his being convicted by a competent tribunal or authority of any offence involving moral turpitude.

Expulsion of Member

11. If any member acts or has acted in a manner which may be detrimental to the promotion of the objects of the Anjuman he may be expelled from the membership of the Anjuman by a resolution passed by not less than two-third of

the members of the General Council present at the meeting, provided that at least 14 days before such resolution has been passed such member shall have had notice thereof and he shall have had reasonable opportunity of being heard. On the passing of the resolution for expulsion, the member concerned shall forthwith cease to be a member of the Anjuman as well as a member of the General Council or any of the Boards or Committees of the Anjuman and shall not have any claim against the Anjuman or the General Council or any of the Boards or Committees of the Anjuman of any kind or nature. Such expelled member shall not be entitled to refund or repayment of admission fee or subscription paid or any part thereof.

Rights not Transferable

12. No right of any member shall be in any way transferable or transmissible but all such rights shall cease upon the member ceasing to be such member whether by tendering resignation, expulsion or otherwise.

GENERAL MEETING

Annual General Meeting

13. An Annual General Meeting of the members of the Anjuman shall be held once in each year on the date and at the time and place as the General Council may from time to time prescribe, provided that not more than fifteen months shall elapse between one Annual General Meeting and the next. Nothing contained in this Article shall be taken as affecting the right conferred upon the Registrar of Companies under the proviso to Sub-Clause 1 Section 166 of the Act to extend the time within which any Annual General Meeting may be held.

Extraordinary General Meeting

14. All general meetings other than the Annual General Meetings specified in the preceding article shall be called Extraordinary General Meetings.

Convening of Extraordinary General Meetings

15. The General Council may whenever it thinks fit, convene an Extraordinary General Meeting

Requisition Meeting

16. The General Secretary shall call an Extraordinary General Meeting upon a requisition made by members holding not less than one-tenth of the total voting powers of all the members carrying the right of voting concerning the matter or matters for consideration of which the meeting is to be called. Any requisition

tion made by the members for convening an Extraordinary General Meeting, shall specifically set out the matter for consideration for which the meeting is to be called and shall be signed by the requisitionists and shall be deposited at the registered office of the Anjuman. Only matters specified in the requisition shall be discussed at the requisitioned meeting.

17.

**Meeting to be
Convened on
Requisition**

Upon the receipt of any such requisition, the General Secretary shall proceed to convene the Extraordinary General Meeting. If the General Secretary does not proceed within 14 days from the date of the requisition being deposited at the registered office of the Anjuman to cause the meeting to be convened on a day not later than 45 days from the date of depositing of the requisition, the requisitionists or such of their number not being less than the number specified in the Article 16 above may themselves call the meeting. The meeting called by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the General Council but shall not be held after the expiration of 3 months from the date of deposit of the requisition.

**Notice of
Meeting**

18.

At least fourteen days before every General Meeting whether Annual or Extraordinary notice thereof specifying the day, place and time of meeting and the general nature of the business to be transacted thereat shall be given to all members in the manner hereinafter mentioned or in such manner as may be prescribed. If at any such meeting any business which under the Act or under these Articles is deemed or treated as "Special Business", there shall be annexed to the notice of the meeting, a statement under Section 173 of the Act setting out all material facts concerning each such item of business including in particular the nature and extent of the interest, if any, therein of every member of the General Council. Where any item of business consists of according approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid. The accidental omission to give any such notice as aforesaid to any of the members or the non-receipt thereof shall not invalidate any resolution passed at any such meeting.

**Ordinary and
Special Business**

19.

In the case of Annual General Meeting, all business to be transacted at the meeting with the exception of the business relating to—

(i) the consideration of accounts, balance sheet and reports of the Anjuman and the reports of the General Council and of the auditors thereon;

(ii) the appointment of members of the General Council in place of those retiring; and

(iii) the appointment and fixing remuneration of auditors "shall be deemed special", and in the case of any other General Meeting all business to be transacted at such meeting shall be deemed special.

Quorum

20.

No business shall be transacted at any General Meeting of the members of the Anjuman unless a quorum of not less than twelve members is present at the commencement of such business.

**Quorum
Incomplete**

21.

If within half an hour from the time appointed for holding the General Meeting, a quorum is not complete the meeting, if convened by or upon the requisition of members, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and such other time and place in Bombay as the General Council may determine, and if at such adjourned meeting, a quorum is not complete, at the expiration of half an hour from the time appointed for holding the meeting, the members present personally shall be a quorum and may transact the business for which the meeting is called.

Chairman

22.

The President shall preside over every General Meeting of the Anjuman. In the absence of the President, one of the Vice-Presidents present who may have been designated for that purpose by a special or general direction of the President, shall preside over the meeting. If neither the President nor any of the Vice-Presidents so designated is present within fifteen minutes of the time appointed for holding such meeting, then any of the Vice-Presidents not so designated and who has been the member of the Anjuman for the longest period and who may be present, shall preside. If neither the President nor any of the Vice-Presidents is present or if the President or any of the Vice-Presidents is unwilling to act, then the members present shall elect one of their members to preside over the meeting.

Adjournment

23. The Presiding Authority may with the consent of the meeting adjourn any meeting from time to time and from place to place in Bombay but no business shall be transacted at any such adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

How Questions at General Meeting Decided

24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or after the declaration of the result of show of hands) demanded by at least five members present in person and entitled to vote or by the Presiding Authority and unless a poll is so demanded, a declaration by the Presiding Authority that a resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost, and an entry to that effect in the minutes book of the Anjuman shall be conclusive evidence of the said fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

Poll to be taken if Demanded

25. If a poll is demanded as afore-said, the same shall subject to Article 26 herein, be taken at such time, not later than forty eight hours from the time when the demand was made and either at once or after interval or adjournment or otherwise as the Presiding Authority shall direct and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded. A poll duly demanded on the election of a person to preside over the meeting in the absence of the President or any of the Vice-Presidents or on any questions of adjournment shall be taken up at the meeting forthwith. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. The ruling of the Presiding Authority as to the validity or invalidity of vote in the poll shall be final.

Demand for a Poll not to prevent Transaction of other Business

26. The demand for a poll except on the question of election of the person to preside over the meeting in the absence of the President or the Vice-President as mentioned above and of adjournment shall not prevent the continuance of the meeting for the transaction of any business other than a question on which the poll has been demanded.

Costing Vote of Presiding Authority

27. In the case of an equality of votes, the Presiding Authority shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote to which he may be entitled as a member of the Anjuman.

Votes

28. Every member shall have one vote and no more and votes shall be given personally. No annual subscribing member of the Anjuman who has been such member of the Anjuman for a period of less than six months or who is in arrears of payment of any fees payable by him to the Anjuman, shall be entitled to vote at any general meeting.

Presiding Authority to guide Meeting

29. Subject to what is stated in the foregoing Articles, all General Meetings shall be guided in their proceedings by the Presiding Authority and his ruling in regard to all matters of procedure shall be final.

MANAGEMENT**Management of the affairs of the Anjuman**

30. The entire management of the affairs of the Anjuman and its funds and properties as well as of all the funds and properties entrusted to the Anjuman as a trustee or otherwise, shall vest in the General Council and the General Council shall manage all affairs of the Anjuman and of its funds and properties as well as of the funds and properties entrusted to it as aforesaid either by itself or through the agency of the Executive Council or any of the Boards hereinafter mentioned or any committee or committees appointed by it or its office-bearers or any combination thereof in accordance with the provisions of these Articles. The General Council may exercise all such powers and do all such acts and things as may be exercised or done by the Anjuman and which are not hereby or by law expressly directed or required to be exercised or done by the Anjuman in General Meeting. The General Council shall have power to appoint any Board or Boards in addition to the Boards hereinafter mentioned or any committees or sub-committees for such purpose or purposes as the General Council may determine and to delegate subject to such conditions as the General Council may deem fit, any of its powers to such committees or sub-committee. All such powers, acts or things which the General Council is empowered to exercise or do shall nevertheless be subject to such regulation and direction as may from time to time be determined upon or be given in General Meeting of the Anjuman provided that no such regulation or direction shall invalidate any act, deed, matter or thing done or committed in pursuance of any prior resolution of the General Council.

GENERAL COUNCIL.

Composition of General Council 31. The General Council shall consist of not more than forty five members as under —

- (a) No more than thirty of the aforesaid forty five members will be members of the Anjuman elected from among the members of the Anjuman who are hereinafter referred to as the "elected members,"
- (b) Not more than 10 of the said forty five members of the General Council will be representatives of public bodies who are hereinafter referred to as 'representatives of public bodies.'

(c) Not more than five members of the said forty five members of the General Council will be nominated by the President who may or may not be members of the Anjuman but who are otherwise qualified to be admitted as members of the Anjuman. If any person so nominated by the President is not a member of the Anjuman, such nominated member of the General Council shall be deemed to be elected as the annual subscribing member of the Anjuman, if he pays the prescribed annual subscription within one month from the date of the receipt by him of the notice of his nomination as a member of the General Council. No such nominated member shall however, be entitled to attend any meeting of the General Council unless and until he has paid the annual subscription fees of the Anjuman and become the annual subscribing member as aforesaid. If any such nominated member has not paid the prescribed annual subscription within the period hereinabove mentioned, he shall cease to be a member of the General Council on the expiry of the said period. Any such nominated member of the General Council who was not a member of the Anjuman at the time of his nomination but who is deemed to be elected as a member of the Anjuman on payment by him of the annual subscription fees as stated above, shall cease to be a member of the Anjuman on his ceasing to be a nominated member of the General Council provided that any such nominated member of the General Council will be eligible for being elected as a member of the Anjuman of any class in

accordance with the provisions hereinabove contained for the election of member of the Anjuman.

Appointment of Representative of Public Bodies to the General Council

32. The representatives of public bodies will be appointed as members of the General Council by co-option by the elected members of the General Council as follows :

- (a) not more than two of the representatives of the public bodies will be members from the State of Maharashtra of the members of Parliament or of Maharashtra State Legislature;
- (b) not more than one of the representatives of public bodies will be a member of governing body of the University of Bombay or any other University established by law in the State of Maharashtra;
- (c) not more than two of the representatives of the public bodies will be the members of the Municipal Corporation of Greater Bombay;
- (d) not more than five of the representatives of the public bodies will be from among the Trustees and Mutawallis of Waqfs and Public Trusts having their assets in the State of Maharashtra.

Retirement and Re-Election of Elected Members

33. One-third of the elected members of the General Council shall retire from office every year at the Annual General Meeting of the members of the Anjuman. Such retiring members will be eligible for re-election. The persons to retire at any meeting, will be those who have been longest in the office and among those who have been in office for the same length of time in office, their retirement will be determined by lot. The vacancies so arising will be filled up by election at the Annual General Meeting of the Anjuman from among the members of the Anjuman.

Retirement and Re-appointment of Representatives of Public Bodies and Nominated Members

34. The representatives of public bodies who have been co-opted as members of the General Council shall hold office for a period of three years from the date of their respective cooption, provided that they continue to hold the office by virtue of which they have become eligible for co-option and will cease to be members of the

General Council by election at the meeting of the General Council from among the members of the Anjuman. Any vacancy occurring among the representatives of public bodies may be filled up by the elected members of the General Council by coopting another person belonging to the same category and holding similar position in respect of which the vacancy has occurred. Any vacancy occurring among the nominated members may be filled up by the President by nominating another person in the vacancy so caused. Any person elected or coopted or nominated to fill up any casual vacancy shall hold office only till the expiry of the term of office of the person in whose place he is so elected, coopted or nominated and shall be eligible for re-election, cooption or re-nomination.

37. The meetings of the General Council shall be held at least once in every three months at such a time and place as the President may from time to time determine. The meetings will be summoned by the General Secretary on the direction of the President or on requisition by any nine members of the General Council. If the General Secretary fails to proceed, within seven days from the date of receipt of the requisition, to cause a meeting to be convened at a date not later than fifteen days from the date of receipt of the requisition, the President or the requisitionists may themselves or such of their number not being less than nine may themselves call the meeting. The meeting called by the requisitionists shall not be held after expiration of one month after the receipt of requisition.

38. At least five days' notice of the meeting of the General Council specifying the date, time and place and the General nature of the business to be transacted at such meeting shall be given to every member of the General Council.

39. Nine members will form a quorum for a meeting of the General Council. If the quorum is not complete within twenty minutes of the time appointed for any meeting, the members present may adjourn the meeting. Two days' notice of such adjourned meeting shall be given to all members. Two members will be a quorum for adjourned meeting but no business shall be transacted at the adjourned meeting except the business for which the meeting is called.

Meetings of General Council

Notice of Meeting

Quorum

General Council at the expiry of the said period of three years or on their respectively ceasing to hold such office as aforesaid whichever is earlier. The vacancy so arising may be filled in by the elected members of the General Council by coopting another person or other persons holding similar office. The retiring member of the General Council belonging to the category of the representatives of public bodies will be eligible for re-cooption.

(b) The nominated members shall hold office for a period of three years from the respective dates of their nomination. Any such nominated member shall cease to be a member of the General Council notwithstanding that the period of three years from the date of his nomination has not expired, if such nominated member ceases to be member of the Anjuman on account of default on his part in payment of his annual subscription or otherwise under any of the provisions of these Articles. The vacancy arising in the rank of nominated members may be filled up by the President. The retiring nominated member will be eligible for renomination by the President.

35. A member of the General Council shall *ipso facto* cease to be a member thereof if :

(a) he is found to be of unsound mind by a Court of Competent jurisdiction.

(b) he is adjudged an insolvent;

(c) he remains absent from three consecutive meetings of the General Council or from all meetings of the General Council for a continuous period of three months, whichever is longer, without obtaining leave of absence from the General Council;

(d) he resigns his office by writing under his hand addressed to the President.

The Provisions herein contained shall be without prejudice to the provisions contained in any other Article under which a member of the General Council ceases to be a member thereof.

36. Any casual vacancy occurring among the elected members of the General Council may be filled up by the elected members of the

When Office of Member of General Council to be vacated

Casual Vacancies in General Council

Procedure at Meeting

40. The President shall preside over all meetings of the General Council and in his absence one of the Vice-Presidents designated by the President by any general or specific direction in this respect and who may be present, shall preside over any meeting in which the President is absent. In the absence of the President or the Vice-President designated as aforesaid, any of the Vice-Presidents not so designated but who has been a member of the Anjuman for the longest period and who may be present, shall preside over such meeting. If neither the President nor any of the Vice-Presidents is present within fifteen minutes of the time appointed for holding such meeting or if the President or any of the Vice-Presidents is unwilling to act, then the members present may elect one of themselves to preside over the meeting. All questions, before the meeting shall be decided by the majority of votes, each member having one vote. The Presiding Authority shall have a second or casting vote in case of equality of votes in addition to his own vote as the member of the General Council.

Rescinding of Resolution

41. Any resolution of the General Council meeting may be rescinded or varied from time to time, provided that no act, deed, matter or thing done or committed under or in pursuance of any valid resolution prior to rescission or variation of any such resolution, shall be invalidated on account of such rescission or variation.

Minutes

42. Minutes of the proceedings of all the meetings of the General Council shall be kept by the General Secretary and be placed for confirmation at the next meeting and on confirmation at the next meeting with or without amendment to be signed by the Presiding Authority of the meeting. The draft of the minutes shall be sent to all the members of the General Council with the notice for the next meeting unless they have previously been so sent.

Validity of acts done by any Meeting of the General Council and other Bodies

43. All the acts done by any meeting of the General Council or by committees or sub-committees appointed by the General Council or by any of the Boards hereinafter mentioned or by any person acting as the member of the General Council or any such Board, committee or sub-committee shall notwithstanding that there was some defect in appointment of any member of the General Council or the Board or the committee or sub-committee or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person

had been duly appointed and qualified to be a member of the General Council or such member of such committee or sub-committee or Boards.

Continuing Members may act notwithstanding vacancies

44. The continuing members of the General Council may act notwithstanding any vacancies in their body but if and so long as their number is reduced below the quorum fixed by these Articles for a meeting of the General Council, the continuing members being not less than two may act for the purpose of increasing the number of members of the General Council to that fixed for a quorum or for summoning the General Meeting but for no other purpose.

Office-Bearers of the Anjuman

45. The following shall be the office-bearers of the Anjuman viz:—

- (a) President
 - (b) Not more than three Vice-Presidents
 - (c) Treasurer
 - (d) General Secretary
 - (e) Not more than two Joint Secretaries
- The posts of all the aforesaid office-bearers shall be honorary.

PRESIDENT**Election of President**

46. At its first meeting after the adoption of these Articles and at its first meeting every three years thereafter, the General Council will elect from among the elected members of the General Council, the President who will subject as hereinafter mentioned, hold office for a period of three years from the date of election and will be eligible for reelection. If the person who has been elected as the President of the Anjuman retires by rotation as a member of the General Council before expiry of the term of three years of his office but is not re-elected as a member of the General Council on such retirement, he shall cease to be the President. The person elected as the President shall also cease to be the President if he ceases to be a member of the General Council or a member of Anjuman in any of the events mentioned in these Articles. If the office of the President is vacated before the expiry of his term of office in any of the events mentioned above, the General Council shall forthwith proceed to fill up such vacancy by electing another person from among the elected members of the

General Council as the President for the remaining term of office of the outgoing President, and the person so elected shall be eligible for re-election. Until the new President is elected as aforesaid, the Vice-President from among the Vice-Presidents who has been the member of the Anjuman for the longest period shall act as the President of the Anjuman. The person presently holding the office of the President at the time of adoption of these Articles will continue to be the President until a new President is elected under these Articles and will be eligible for re-election.

47

Powers and duties of the President

The President will be the President of the Anjuman and shall preside at all the meetings of the Anjuman General Council and the Executive Council. The President will also be entitled to attend, preside and vote at the meetings of the Boards hereinafter mentioned as well as the meetings of any other Board, Committee or Sub-Committee appointed by the General Council. The President's ruling as to the meaning and effect of these Articles and in particular as to the powers and duties of the General Council, Executive Council and the various Boards, Committees and Sub-Committees and of the officebearers will be final and conclusive. The President shall be the Chief Executive Officer of the Anjuman and in all executive matters and in all cases where there are no specific directions given by the Anjuman or by the General Council or by the Executive Council or any Board or Committee or Sub-Committee, the General Secretary and/or Joint or Secretaries shall take directions from the President. The President may delegate such of his powers or duties as he may deem fit to any other officer-bearer.

48

Election of Vice-President

At its first meeting to be held after the adoption of these Articles and at its first meeting every three years thereafter, the General Council will elect from among its elected members not more than three Vice-Presidents, who will hold office for a term of three years from the respective dates of their election but will be eligible for re-election. If the person who has been elected as the Vice-President of the Anjuman, retires by rotation as the member of the General Council before the expiry of the term of three years of his office but is not re-elected as a member of the General Council on such retirement, he shall cease to be a member of the Anjuman. The President shall also cease to be the Vice-President if he ceases to be a member of the

General Council or a member of the Anjuman in any of the events mentioned in these Articles. If any person ceases to be a Vice-President before the expiry of his term of office in any of the events mentioned above, the General Council shall forthwith proceed to fill up such vacancy by electing another person from among the elected members of the General Council as the Vice-President for the remaining term of office of the outgoing Vice-President and the person so elected shall be eligible for re-election.

49

Powers and duties of Vice-President

All powers and duties which are discharged by the Presidents shall be discharged by the Vice-Presidents as and when delegated to them by the President.

50

Election of Treasurer

At its first meeting after the adoption of these Articles and at its first meeting every three years thereafter, the General Council will elect from among the elected members of the General Council, the Treasurer who will hold the office for a period of three years from the date of election and will be eligible for re-election. If the person who has been elected as the Treasurer of the Anjuman retires by rotation as a member of the General Council before the expiry of the term of his office but is not re-elected as member of the General Council on such retirement, he shall cease to be the Treasurer. The person elected as the Treasurer will also cease to be the Treasurer if he ceases to be a member of the General Council or member of the Anjuman in any events mentioned in these Articles. If the office of the Treasurer is vacated before the expiry of his term of office in any of the events mentioned above, the General Council shall forthwith proceed to fill up such vacancy by electing another person from among the elected members of the General Council as the Treasurer for the remaining term of the office of the outgoing Treasurer. The person elected to fill up such vacancy shall be eligible for re-election.

51

Power and Duties of the Treasurer

The Treasurer shall have such power and discharge such duties as may be delegated to him by the President or by the Executive Council.

52

General Secretary

As soon as may be after his election, the President shall nominate the General Secretary from among the elected members of the General Council. The General Secretary will hold office at the pleasure of the President and in

any case the term of office of the General Secretary will not exceed the term of office of the President.

Power and duties of General Secretary

53. The General Secretary will be the General Secretary of the Anjuman and will also act as the Secretary of the General Council and of the Executive Council. The General Secretary will make all the arrangements for implementation and carrying out the resolutions of the Anjuman and of the General Council and of the Executive Council, under the direction of the President. The General Secretary will also subject to the directions of the President, summon meetings of the Anjuman and of the General Council and of the Executive Council. The General Secretary will be entitled to attend and address but not vote at any meeting of the Boards hereinafter mentioned or of any Committee or Committees appointed by the General Council, of which he may not be a member. The General Secretary shall also have the power to superintend and supervise the working of all the institutions under the management and control of the Anjuman and to call for information in connection therewith and to give such instructions and directions as the President or the Vice-President may direct him to give.

Joint Secretaries

54. As soon as may be after the election, the President shall nominate two Joint Secretaries from among the members of the General Council. The Joint Secretaries will hold office at the pleasure of the President and in any case the term of their office will not exceed the term of office of the President.

Powers and duties of the Joint Secretaries

55. The Joint Secretaries will assist the General Secretary in the exercise of his powers and in the discharge of his duties and functions in such manner as the President may from time to time direct. The Joint Secretaries will be entitled to attend and address but not vote at the meetings of the Boards hereinafter mentioned or any Committee or Committees appointed by the General Council of which they may not be the members but with which they may be directed by the President to be associated with.

BOARDS

Without prejudice to the powers of the General Council to appoint any another Board or Boards or Committees or Sub-Committees, there

shall be constituted the following Boards for the purposes hereinafter mentioned viz :—

- (a) Board for Boys' Primary, Secondary & Commercial Education;
- (b) Board for Girls' Primary & Secondary Education;
- (c) Board for Vocational & Technical Education;
- (d) Board for Properties Management;
- (e) Board for Higher Education;
- (f) Board for Social Work;
- (g) Board for Cultural & General Matters;
- (h) Board for Darul Uloom Trust.

Former Boards

57. All the Boards heretofore established and functioning, shall continue to function until the Boards hereinabove enumerated are duly composed in accordance with the procedure herein-after prescribed for their composition. All such former boards shall cease to exist and function immediately upon the appointment of the members of the Boards hereinabove enumerated in accordance with the provisions of these Articles.

Appointment of Members of Boards

58. The General Council shall as soon as may be at its meeting within three months after the adoption of these Articles and at its first meeting every three years thereafter appoint members of the various Boards hereinabove enumerated in the manner hereinafter mentioned and as soon as the first members are elected to any such Board by the General Council from among its elected members, then and in that case, such Board shall be deemed forthwith to have been duly constituted and shall commence functioning in accordance with the provisions of these Articles.

Composition of Board

59. Without prejudice to the powers conferred on the President under these Articles each Board shall consist of not more than ten members as under :

- (a) Not more than five members of each Board shall be elected by the General Council from among themselves and the said

electd members shall at their first meeting to be convened by one of the Vice-Presidents designated by the President for that purpose will co-opt not more than three persons to be members of such Board who may or may not be members of the Anjuman but shall otherwise be qualified to be admitted as members of the Anjuman. Such co-opted members may or may not be the members of the General Council of the Anjuman. If any so co-opted member is not a member of the Anjuman at the time of his co-option, such co-opted member shall be deemed to be elected as the Annual Subscribing Member of the Anjuman, if he pays the prescribed annual subscription within one month from the date of receipt of the notice by him of his co-option as a member of such Board. No such co-opted member will be entitled to attend any meeting of such Board unless and until he has paid the annual subscription fees and become annual subscribing member as aforesaid. If any such co-opted member does not pay the prescribed annual subscription within the period hereinabove fixed, he shall cease to be member of such Board on the expiry of such period. Any such co-opted member of such Board who was not a member of the Anjuman at the time of his co-option but who is deemed to be elected as a member of the Anjuman on payment by him of the Annual subscription fees as stated above, shall cease to be a member of the Anjuman on his ceasing to be a nominated member of the Board, provided that any such nominated member of the Board will be eligible for being elected as a member of the Anjuman of any class in accordance with the provisions hereinabove contained for election of members of the Anjuman.

(b) The President shall be entitled to nominate not more than two members on each Board. Such nominated members may or may not be member of the Anjuman but should otherwise be qualified to be admitted as members of the Anjuman. If any such nominated member of the Board is not a member of the Anjuman at the time of his nomination, such nominated member shall be deemed to be elected as the Annual Subscribing Member of the Anjuman if he pays the prescribed Annual subscription within one month from the date of receipt

by him of the notice of his nomination as a member of such Board. No such nominated members shall however be entitled to attend any meeting of such Board unless and until he has paid the annual subscription fees and become annual subscribing member as aforesaid. If any such nominated member does not pay the prescribed annual subscription within the period hereinabove fixed, he shall cease to be a member of such Board on the expiry of the said period. Any such nominated member of the Board who was not a member of the Anjuman at the time of his nomination but who is deemed to be elected as a member of the Anjuman on payment by him of the annual subscription fees as stated above, shall cease to be a member of the Anjuman on his ceasing to be a nominated member of the Board, provided that any such nominated member of the Board will be eligible for being elected as a member of the Anjuman of any class in accordance with the provisions hereinabove contained for election of members for the Anjuman.

(c) No person shall be a member of more than three Boards at one and the same time.

Term of Board

60. Each Board composed as aforesaid shall continue to remain in existence and to function for a period of three years from the date of its last composition in the manner hereinabove mentioned. All the members of each Board will retire at the expiry of the period of every three years from the date of its last composition and on such retirement, new members will be appointed to such Board in accordance with the procedure hereinabove laid down for composition of such Board. The retiring members shall be eligible for re-appointment. The retiring members shall continue to act as members of such Board until new members are elected, co-opted or nominated to be members thereof in the manner herein prescribed.

When Office of Member of Board to be Vacated

61. A member of any Board shall ipso facto cease to be a member thereof if—

- (a) he is found to be of unsound mind by a Court of competent jurisdiction;
- (b) he remains absent from three consecutive meetings of such Boards; or from all meetings of the Board for a continuous period

of three months, whichever is longer, without obtaining leave of absence from such Board;

(c) he resigns his office by writing addressed under his hand to the Executive Chairman of such Board;

(d) he ceases to be a member of the General Council, if he belongs to the category of elected members of such Board or if he ceases to be a member of the Anjuman under any of these Articles

**Casual vacancy :
How to be filled up**

62. (a) Any casual vacancy occurring in the rank of the elected members of any Board shall be filled up by the General Council by electing another person from among the members of General Council;

(b) Any casual vacancy occurring in the rank of co-opted members of any Board shall be filled up by the elected members of such Board in the manner hereinabove laid down for co-option of members to such Board;

(c) Any casual vacancy occurring in the rank of nominated members of any Board shall be filled up by the President in the manner hereinabove laid down for nomination of members to such Board;

(d) Any person elected, coopted or nominated to fill in any casual vacancy shall hold office only for the unexpired residue of the term of office of the member in whose place and stead he is so elected, coopted or nominated. Any such person elected, coopted or nominated to fill in any such casual vacancy will be eligible for re-election, re-cooption or re-nomination.

Powers and duties of the Board for Boys' Primary, Secondary and Commercial Education

63. The powers and duties of the Board for Boys' Primary, Secondary & Commercial Education will be to manage and administer such boys' schools and other institutions and such funds and charities which may from time to time be entrusted to it by the General Council. The said Board will also be vested with the powers and duties to do all acts, deeds, matters and things which it may consider necessary or expedient generally to advance primary, secondary commercial education among boys.

Powers and duties and Board for Girls' Primary and Secondary Education

64. The powers and duties of the Board for Girls' Primary & Secondary Education will be to manage and administer such girls' schools and other institutions and such funds and charities which may from time to time be entrusted to it by the General Council. The said Board will also be vested with the powers and duties to do all acts, deeds, matters and things which it may consider necessary or expedient generally to advance primary, secondary (including higher secondary) education amongst girls.

Powers and duties of the Board for Vocational and Technical Education

65. The powers and duties of the Board for Vocational and Technical Education will be to manage and administer such technical and vocational institutions and such funds and charities which may from time to time be entrusted to it by the General Council. The said Board will also be vested with the powers and duties to do all acts, deeds, matters and things which it may consider necessary or expedient generally to advance vocational and technical education.

Powers and duties of the Board for Properties' Management

66. The powers and duties of the Board for Properties' Management will be to manage and administer funds and immovable properties belonging to the Anjuman or any trust or trusts of which the Anjuman is the Trustee. The said Board will also be vested with the powers and duties to do acts, deeds, matters and things which it may consider necessary or expedient for the proper care, maintenance and repairs of any such immovable properties or the extensions or re-constructions thereof or the construction of any new buildings.

Powers and duties of the Board for Higher Education

67. The powers and duties of the Board for Higher Education will be to manage and administer such colleges and institutions of higher education of post secondary school level for men and women and such funds and charities which may from time to time be entrusted to it by the General Council. The said Board will also be vested with the powers and duties to do all acts, deeds, matters and things which it may consider necessary or expedient generally to advance higher education.

Powers and duties of the Board for Social Work

68. The powers and duties of the Board for Social Work will be to manage and administer such orphanages, fondling homes, hostels, industrial homes and any other like institution and institutions and such other charities, funds which may from time to time be entrusted to it by the General Council. The said Board will also

be vested with the powers and duties to do all acts, deeds, matters and things which it may consider necessary or expedient generally in the field of any social work.

69.

Powers and duties of the Board for Cultural and General Matters

The powers and duties of the Board for Cultural & General Matters will be to manage and administer such hostels and such funds and charities as may from time to time be entrusted to it by the General Council and to arrange for the training of and giving financial aids to talented students for the advancement of their knowledge and skill, to explore employment opportunities for deserving persons, to arrange for cultural, literary, social and religious functions and to do all acts, deeds, matters and things which it may consider necessary or expedient to advance the general welfare of Muslims in every manner. The said Board shall also undertake such economic activities as the General Council may from time to time direct it to undertake.

70.

Powers and duties of the Board for Darul Uloom Trust

The powers and duties of the Board for Darul-Uloom Trust will be to manage and administer all the institutions and funds comprised in or belonging to Darul-Uloom Trust and to do all acts, deeds, matters and things which it may consider necessary or expedient in connection therewith.

71.

Executive Chairman of the Board

Each Board shall have from among its members an Executive Chairman who will be appointed by the office bearers of the Anjuman at a meeting to be held by them immediately after each such Board is composed. The Executive Chairman will be subject to as hereinafter stated, hold office for the duration of the life of such Board but will be eligible for re-appointment. The Executive Chairman of any such Board if he ceases to be a member of such Board. Any casual vacancy arising in the office of Executive Chairman shall be filled up by the office bearers of Anjuman by appointing another member of such Board in place of the Executive Chairman whose office has fallen vacant. The person appointed by the office bearers of the Anjuman to fill up the casual vacancy shall hold office for the unexpired residue of life of such Board. The Executive Chairman of the Board shall preside at all meetings of such Board in the absence of a Vice-President who is designated by the President to exercise the power of superintendence.

supervision and control over such Board. The Executive Chairman of every Board shall be Executive Officer of such Board and shall have power to carry out all executive and administrative functions of such Board in the absence of any specific directions to the contrary by the Anjuman or the President or General Council, Executive Council or the Board of which he is the Executive Chairman.

Procedure for the Working of Board

72. Each Board shall have power to frame such rules as it may deem fit for its working and functioning including the giving of notices of its meetings to its members and fixing its own quorum and to alter any of such rules as it may deem fit. Each Board shall keep minutes of all its proceedings which will be open for inspection by any member of such Board or any member of the Executive Council or any member of the General Council.

Power of President

designate Vice-President for superintendence Supervision and control over Board

73.

Notwithstanding anything herein contained, the President shall have the power to designate any Vice-President to exercise the power of superintendence, supervision and control over any Board or Boards provided that no one Vice-President shall be so designated for more than three Boards so that no one Vice-President shall have under his superintendence, supervision and control more than three Boards at one and the same time. Each such Vice-President shall be entitled to attend, preside and vote at any meeting of any Board under his superintendence supervision and control. Each such Vice-President shall be entitled to examine and scrutinize from time to time the working and functioning of any such Board or Boards and issue such direction as he may deem fit to any such Board or Boards in connection therewith.

Powers and duties of the Board

74.

Each Board will prepare its budget estimates for each year of the institutions, funds and charities entrusted to its management and place the same before the Executive Council for being sanctioned by the General Council with or without recommendations as the Executive Council may deem fit. All financial matters except such as may have been previously approved or sanctioned by the Executive Council within the limits fixed by it shall be referred by every Board to the Executive Council for its approval and sanction. The Executive Council shall be entitled to refuse its approval or sanction to any request or demand in respect of any

financial matter referred to it as aforesaid on the ground that the funds proposed to be expended are not available or cannot be applied in the manner proposed by the Board. Every Board shall submit to the Executive Council an annual report on its working in such manner and within such time as may be prescribed by the Executive Council from time to time in that behalf. Every Board shall carry out all directions which may from time to time be given to it by the General Council or the Executive Council. Directions if any, given by the General Council shall have precedence over directions, if any, given by the Executive Council.

EXECUTIVE COUNCIL

75. The Executive Council shall consist of the following persons :

- (1) President
- (2) Vice-Presidents
- (3) Treasurer
- (4) General Secretary
- (5) Executive Chairman of all the Boards
- (6) Joint Secretaries
- (7) Two members of the General Council nominated by the President.

Powers and duties of Executive Council

75. (a) Powers and duties of the Executive Council will be to examine and scrutinize the budget estimates forwarded to it by the various Boards and to place the same for being sanctioned by the General Council with or without recommendations as it may deem fit, to frame the budget for allocating to different Boards such of the funds belonging to or entrusted to the Anjuman as are not placed under the management or administration of such Boards, to frame the general policy of the Anjuman, to initiate all new schemes to work and to attend to such other matters as may from time to time be entrusted to it by the General Council.

(b) Without prejudice to the generalizing the above provisions, the Executive Council will look after and attend to :

- (1) disbursements and investments of funds belonging to or entrusted to the Anjuman and the varying of such investments from time to time;

- (ii) recovery and realisation of all incomes from all such investments and of all other properties belonging or entrusted to the Anjuman;
 - (iii) Insurance of all properties of the Anjuman relating to Anjuman and all trusts of which Anjuman is the Trustee;
 - (iv) Printing and publishing annual accounts and reports.
- (c) The General Council shall have power to examine and scrutinize the working and functioning of the Executive Council and to give to Executive Council such directions from time to time as the General Council may deem fit.

Procedure for the working of Executive Council

77. The Executive Council shall have power to frame such rules as it may deem fit for its working and functioning including the giving of notices of meetings to its members and fixing its own quorum and to alter any of such rules as it may deem fit. The Executive Council shall keep minutes of all its proceedings which will be kept open for inspection by any member of the Executive Council or by any member of the General Council. All meetings of the Executive Council shall be presided by the President and in his absence, by any Vice-President designated by the President for that purpose by general or specific direction, and in the absence of such designated Vice-President by the Vice-President who has been a member of the Anjuman for the longest period and in the absence of the said office bearers as aforesaid by a member of the Executive Council to be elected by them from among themselves to preside over such meetings.

Operation of Bank Accounts

78. The banking accounts of the funds belonging or entrusted to the Anjuman shall be operated upon by any two of the office bearers of the Anjuman duly authorised by the Executive Council. All cheques, hundies, drafts and all other orders for payments to be drawn by or in favour of the Anjuman shall be signed and endorsed by any two of the office bearers of the Anjuman who are authorised from time to time by the Executive Council to operate banking accounts. All securities, debentures and shares belonging to or forming part of the

36. Any notice, served by post, shall be deemed to have been served at the time the envelope containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted.

Time of Service

87. Whenever in these Articles it is provided that a certain number of days' notice of a meeting shall be given, notice of that number of clear days shall be given, that is to say in counting the days the day on which the notice is received or deemed to be received and the day of the meeting shall be excluded.

Length of Notice

88. If the Anjuman does or omits to do any act or thing amounting to a breach of trust whereby loss or damage is caused to any funds entrusted to or any institution managed by the Anjuman, which loss or damage the Anjuman is liable to make good, the office bearers of the Anjuman who are directly responsible for such doing or omission shall indemnify the Anjuman against such liability. In this Article the expression office bearers will include members of the General Council, of all the Boards and of Committees and any Sub-Committees thereof respectively and of the Executive Council and any office bearers who would by the exercise of ordinary care and diligence have prevented the doing of or the omission to do any such act or thing, and such office bearers will be deemed to be strictly responsible for such doing or omission. The liability of an office bearer under this Article shall be co-extensive with the liability in law of a trustee when loss or damage has been caused to a trust by reason of a breach of trust on the part of a trustee.

Liability of Office Bearers

said funds, for the purpose of endorsing or transfer thereof, shall be signed by any four of the office bearers of the Anjuman duly authorized by the Executive Council in that behalf.

79. The funds of the Anjuman consist of :

Funds

- (a) Reserve Fund
- (b) Current Income

These funds shall be kept separate from all funds entrusted to the Anjuman for management or for being applied to special objects or subject to special conditions.

80. Subscription from Patrons and Permanent Subscribing Members and donations received on condition that they shall become part of the Reserve Fund, shall form the Reserve Fund.

Reserve Fund

81. Subscriptions from Annual Subscribing Members and the interest on income of the Reserve Fund, unconditional donations and grants, (fees from students) and other casual receipts shall be the current income.

Current Income

82. The General Council may resolve by a majority of three-fourths of the members present that the Reserve Fund or any part thereof shall become part of the current income or resolve by a bare majority that the current income or any part thereof shall become part of the Reserve Fund.

Change in the Character of Funds

83. Donations may be received by the Anjuman for special objects or subject to special conditions.

Special Donations

84. The General Council shall provide a Common Seal for the purpose of the Anjuman and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the same shall be kept in safe custody for the time being. The seal of the Anjuman shall not be used except by the authority of the Executive Council contained in the resolution of the Executive Council for that purpose and shall not be affixed to any document except in the presence of any two members of the Executive Council who will sign the said document by affixing their signatures thereon.

Seal

85. A notice may be served upon any member of the Anjuman or of the General Council either personally or by sending it through the post in a prepaid envelope addressed to such member at his registered address.

Service of Notice

We, the several persons whose name and addresses are subscribed are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Name	Addresses and descriptions of subscribers
Mohamed Haji Ahmed	.. Ridge Road, Malabar Hill, Bombay, Merchant.
A. E. Khan	.. West Bapty Road, Bombay, Moulvi.
Cassamally Dawoodbhoy	.. C/o Messers Mulla & Mulla, Solicitors, 51, Mahatma Gandhi Road, Bombay, Managing Clerk.
M. B. Rehman	.. Ismail Yusuf College, Jogeshwari, Principal.
M. S. Maniar	.. Memoni Building, Old Parsi Stabute, Bombay, Merchant.
Musa T. Meman	.. Patharia Palace, Mahomedally Road, Bombay, Advocate.
Khan Bahadur R. F. Munshi	.. Rafi Manzil, Hornusji Street, Lower, Colaba, Bombay, Barrister-at-law.
Hadi C. Tyabjee	.. Ravindra Mansion, Dinshaw Vatcha Road, Bombay, Merchant.
A. E. Maskati	.. Maskati Building, Mahomedally Road, Bombay, Merchant.
Hanifa R. N. Fatehally	.. Juhu Lane, Andheri, Social worker.
Zarina Currimbhoy	.. Napean Sea Road, Bombay, Social worker.
V. Tyabji	.. Somerset Lodge, Warden Road, Bombay, Solicitor.
T. M. Kajiji	.. Maskati Court, Queen's Road, Bombay, Barrister-at-law.
Saif F. B. Tyabji	.. Somerset Lodge, Warden Road, Bombay, Solicitor.
S. A. Breivi	.. 123, Church Gate Reclamation, Bombay, Editor.
S. M. Khatkhatay	.. Juma Musjid, Bombay, Solicitor.
Mahomed Umar Dada	.. Bellasis Road, Bombay, Merchant.
Akbar A. Peerbhoy	.. 4, Walkeshwar Road, Bombay, Barrister-at-Law.

A. A. Mecklal	.. Mecklal Mansion, Warden Road, Bombay, Merchant.
M. H. Hasham Premji	.. Land's End, Bandra, Merchant.
Habib I. Rahimtoola	.. Peddar Road, Bombay, Merchant.
Abdul Rahim B. Sheth	.. Munshi House, Kambekar Street, Memon Moholla, Bombay, Advocate.
Bhairin G. Patel	.. Dongri, Bombay Doctor.
Abdul Majid Tungekar	.. Nagdevi Street, Bombay, Merchant.
Ahmed Nakhoda	.. 89 Walkeshwar Road, Bombay, Landlord.
A. A. Jashanwalla	.. Rahimtoola House, Sir Pheroze Shah Mehta Road, Bombay, Merchant.
Abdul Latif Dada	.. Bellasis Road, Bombay, Merchant.
Fazal I. Rahimtoola	.. Taj Mahal Hotel, Bombay, Merchant.
R. M. Chinoy	.. Meher Building, Chowpaty, Bombay Merchant.
Gulamali G. Merchant	.. 64, Marine Drive, Bombay, Advocate.
A. R. M. Yusuf	.. Novha House, Queen's Road, Bombay, Landlord.

Witness: — I U. Mansuri

Dated this 24th day of September, 1946.

ABDUL KARIM BROTHERS CHARITY

(Scheme for Management and Administration)

1. The charity created by the Indenture dated the 3rd day of May 1935 (registered under No. 2536 1935) made between Ahmed Abdul Karim, Ayoob Abdul Karim, Omer Abdul Karim, Abdul Satiar Haji Mahomed and Abdul Majid Haji Mahomed of the one part and the said Ahmed Abdul Karim, Ayoob Abdul Karim, Omer Abdul Karim and Ahmed Haji Mahomed of other part shall be known as the "Abdul Karim Brothers Charity".
2. From and after the date on which this scheme is sanctioned by the High Court of Judicature at Bombay all the properties movable and immovable belonging to the charity mentioned in clause one above, more particularly described in the schedule hereto and the cash as well as all and any such other properties movable or immovable or any right, title or interest therein as may hereafter by purchase or exchange or in any other manner whatsoever come to belong to the said charity (all which are hereinafter for the sake of brevity collectively called "the trust properties") shall be vested in the Anjuman-i-Islam an association incorporated under the Indian Companies Act, 1913 (hereinafter called "the Anjuman") as trustees and they shall be administered and managed by the Anjuman, subject to and in conformity with the provisions of the scheme.
3. Proper accounts of the trust shall be entered in regular books of accounts which shall be made up each year and the Anjuman shall have the accounts annually audited and certified by a registered auditor and shall have the returns filed as required under the provisions of the Bombay Public Trusts Act, 1950.
4. All moneys forming part of the trust properties and which are not liable to be invested as hereinafter provided shall be deposited in current or savings bank accounts to be opened by the Anjuman in any one or more of the following banks, namely, the Imperial Bank of India, the Bank of India Ltd. and the Central Bank of India Ltd., provided that the Anjuman may retain in its hands a sum not exceeding Rs. 500/- for meeting current expenses.
5. All moneys not required for immediate application or within a short time for the purposes of the trust shall be invested by the Anjuman in Public Securities as defined in Section 2(12) of the Bombay Public Trust Act, 1950, or in the first Mortgage of immovable properties situate in part A State or a part C State provided that the properties are not leasehold for terms of years and the value thereof exceeds by one half the mortgage money or in such other investment as the Charity Commissioner (which expression shall unless the context does not so admit include the Deputy or Assistant Charity Commissioner having jurisdiction over the trust) may by special or general order direct.
6. The immovable property or properties comprised in the trust properties and not required to be used for the purpose of the charity shall be let. The Anjuman shall have power to let for a period not

exceeding three years the said properties or any part thereof from time to time upon such terms and conditions as in its absolute discretion it thinks fit. The Anjuman shall also have power to let for a period exceeding three years after obtaining the sanction of the Charity Commissioner in that behalf.

7. The Anjuman shall keep in good and substantial repairs all immovable properties belonging to the trust and shall also keep the said properties insured against fire.
8. The Anjuman shall out of rents, profits, income and interest of the trust properties in the first instance pay all the rates, taxes, assessment and other necessary outgoings and in the next place pay all proper costs, charges and expenses of and incidental to the administration and management of the trust properties as well as the costs of current repairs to and the up-keep of the immovable properties belonging to the charity and thereafter apply the balance for the purposes hereinafter mentioned.
9. The Anjuman shall out of the rents, profits, income and interest of the trust properties remaining after making the payment mentioned in the preceding clause (hereinafter called "the net income") set a part annually a sum of Rs. 625/- to form a repair reserve fund for the purposes of defraying all heavy repairs and for improving and altering the immovable properties forming part of the trust properties and for rebuilding the same. All moneys credited to the repair reserve fund shall be invested in any of the investments mentioned in clause 5 hereof with power to the Anjuman from time to time to vary the investments into investments of a like nature and the interest and the income so realised shall be accumulated and similarly invested. The Anjuman shall be at liberty to use the moneys and securities standing to the credit of the repair reserve fund for defraying all heavy repairs and for improving and altering the immovable properties forming part of the trust properties and for rebuilding the same as aforesaid as and when occasion arises. In case and whenever the repair reserve fund shall amount to Rs. 2,15,000 the same shall not be further augmented by the retention of any part of the subsequent income of the trust properties or of the repair reserve fund but if and whenever the fund falls below Rs. 2,15,000 the provisions of this clause shall come into operation.
10. The Anjuman shall apply the net income after setting apart the sums required to be set apart for the repair reserve fund by the provisions of clause 9 and also the income of the repair reserve fund by the provisions of clause 9 and also the income of the repair reserve fund when the same shall no longer be required to be further augmented under the provisions of the said clause as follows :-
 - (a) The Anjuman shall set apart 67 per cent of the said net income (hereinafter referred to as the "Education Fund") and shall utilize and spend the same for the purposes of giving, imparting, spreading and advancing education in all its branches including general, technical, classical, scientific, industrial, vocational and religious to and among members of the Muslim Community and for such purposes to establish, construct,

maintain, extend, support or provide for any school, colleges, madrasahs, hostels or boarding and lodging, reading rooms, libraries, universities of other educational societies or institutions or to make donations to or contribute to the funds of such institutions as aforesaid or to pay, provide for payment of fees and scholarships for poor or deserving students as scholars and generally to employ, utilize and distribute the Education Fund for the purposes in this sub-clause mentioned in such manner in such sums or proportion and at such time or times as the Anjuman may in its absolute and uncontrolled discretion think fit, provided always that if any part of the income under this clause for any year is not used during the year for the objects or purposes mentioned in this sub-clause, the Anjuman shall accumulate the same with liberty to resort to the accumulations of any preceding or previous year or years and to apply the same for or towards any of the object or objects, purpose or purposes mentioned in this sub-clause.

[*The Anjuman-i-Islam shall be entitled to utilise the sum in its hands standing to the credit of the former family charity fund as if it had formed part of the educational fund under this sub-clause.]

(b) The Anjuman shall set apart the balance of 33 per cent of the said net income hereinafter referred to as the "Charitable and Religious Fund" and shall spend and utilise the same in for or towards all or any of the following objects namely :

- (i) The amelioration, relief or well-being of poor, needy, destitute, distressed or disabled members of the Muslim Community.
- (ii) The establishment, construction, maintenance, extension or support of any masjids, madrasahs, musafirkhanas, maternity homes, hospitals, dispensaries, orphanages, burial ground, cemeteries or other religious or charitable institution, society or organizations, or to make donations to or contribute to the funds of any such institutions, societies or organizations.
- (iii) The giving of monetary assistance to poor Muslims to enable them to start or join in any business or profession or otherwise become wage-earners or enable them to earn an independent livelihood.
- (iv) For any other charitable object and which is also recognised as such under Muslim Law.

If any part of the income under this sub-clause for any year is not used during such year for the objects or purposes mentioned in this sub-clause the Anjuman shall accumulate the same with liberty to resort to the accumulations of any preceding or previous year or years and to apply the same for or towards any of the object or objects or purpose or purposes mentioned in this sub-clause.

* Amendment by the Bombay City Civil Court, C.A. Petition No. 41 of 1960 dated 16th Sept. 1960.

11 The Anjuman shall have power from time to time to make such rules and regulations as it may think fit for the due administration and carrying into effect of the provisions of this scheme and to provide for the management of the charity and the trust properties and also from time to time to alter any such rules or regulations as framed or subsequently amended shall be in any manner inconsistent with any of the provisions of this scheme, or the Bombay Public Trusts Act, 1950, or the rules made thereunder.

12. The Anjuman shall not sell, mortgage, charge or lease any property hereby vested in the Anjuman except as hereby authorised and as regards any such property the office bearers of the Anjuman shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, receipts and defaults and for the due administration of such property in the same manner and to the same extent as they would as such office bearers have been if no incorporation had been effected and the incorporation of the Anjuman shall not diminish or impart any control authority exercisable by the Court or by the Charity Commissioner over such office bearers but they shall as regards any such property be subject jointly and separately to such control or authority as if the Anjuman were not incorporated. In this clause the expression "office bearers" will include members of the General Council, of all the boards and any committee thereof respectively and of the Executive and Finance Committees.

THE SCHEDULE ABOVE REFERRED TO

Movable Properties

Firstly :— 1400 shares of Rs. 100/- each in Messrs. Ahmed Abdul Karim Brothers Limited bearing Nos. 42350 to 42399, 42600 to 42649, 42850 to 43099, 43100 to 43349, 43350 to 43549, 43550 to 43649 and 43650 to 43749
Rs. 1,40,000

Secondly :— In Credit Account with Messrs. Ahmed Abdul Karim Brothers Ltd. (as on 31st March 1952)
Bombay Office Rs. 2,81,947-15-9
Rangoon Office Rs. 1,950-11-0 .. Rs. 2,83,898-10-9
Lying in Cash with the Deputy Custodian of Evacuee Property (as on 31st March 1952) Rs. 3,840-0-0

Rs. 2,87,738-10-9

Immovable Properties

Firstly — All that piece or parcel of freehold land in the Town and Registration Sub-District and District of Rangoon known as fifth class lots Nos. 67 and 68 in Block D I measuring 50 feet by 50 feet together with the two storied pucca building thereon known as (old) No. 91 (New No. 51-53) in 32nd Street Rangoon.

Secondly — All that piece or parcel of land admeasuring 400.42 square yards or thereabouts being plot No. 57B of the Sydenham Road Estate formerly of the City of Bombay Improvement Trust now of the Corporation in the City and Island and Sub-Registration District of Bombay and which land forms portion of New Survey Nos. 1335 and 1336 and Portion of Cadastral Survey No. 1196 Mandvi Division and is assessed by the Municipality under B Ward No. 675 and Street Nos. 218 and 228 Mahomedali Road and which is bounded on the North by plot No. 57A being the property of Dawood Haji Nassur, on or towards the South by Masjid Bunder Road, on or towards the East by Mahomedali Road and or towards the West by a sweepers passage and beyond that by the properties of other private owners, together with all arrears of rents due in respect of the said lands hereditaments and premises or any part thereof.

DECREE SANCTIONING SCHEME AND SCHEME OF THE MAHOMED HAJI SABOO SIDDIK

In the High Court of Judicature at Bombay
Ordinary Original Civil Jurisdiction

SUIT No. 724 of 1947 (O. S.)

Coram : Currim Chasia Acting C.J.
20th January 1948

- | | |
|--|--------------|
| <ol style="list-style-type: none"> 1. Mahomed Haji Ahmed, Muslim, residing at Ridge Road without the Fort of Bombay. 2. S. A. Barehvi, Muslim, residing at Churchgate Reclamation without the Fort of Bombay. 3. Dr. M. B. Rehman, Muslim, residing at Jogeshwari in Greater Bombay. 4. S. M. Khatkhayat, Muslim, having his office in the Juna Masjid without the Fort of Bombay. 5. R. F. Munshi, Muslim, residing at Colaba without the Fort of Bombay. 6. Mahomed Umar Dada, Muslim, residing at Belasis Road without the Fort of Bombay. 7. Saif F. B. Tyabji, Muslim, residing at Warden Road without the Fort of Bombay. | } Plaintiffs |
|--|--------------|

Vs.

- | | |
|--|--------------|
| <ol style="list-style-type: none"> 1. The Advocate General of Bombay having his office in the Court of House. 2. Dr. Nazir Ahmed, Muslim, residing on Malabar Hill without the Fort of Bombay. | } Defendants |
|--|--------------|

The Plaintiffs pray for the determination of the questions propounded on the Originating Summons filed herein and the said Originating Summons having been called on for hearing on the eighteenth day of July one thousand nine hundred and forty seven, the twenty ninth day of July one thousand nine hundred and forty seven, the seventh and twenty eighth day of November one thousand nine hundred and forty seven and on this day the plaintiffs and the first defendant, the Advocate General of Bombay appearing respectively by advocates and the second defendant being called and not appearing either in person or by Advocate (the having appeared in person on the eighteenth and twenty ninth day of July one thousand nine hundred and forty seven). And upon reading the said Originating Summons and the plaint herein and the affidavit of Saif F. B. Tyabji the seventh plaintiff affirmed on this day and upon hearing

the said advocate THIS COURT DOETH ORDER that the scheme of the Saboo Siddik Trust mentioned in the plaint be and it is hereby amended so as to be in the form contained in the schedule "A" hereto AND THIS COURT DOETH FURTHER ORDER that the Association of the Anjuman-i-Islam be and it is hereby appointed sole trustee of the said Mahomed Haji Saboo Siddik Trust AND THIS COURT DOETH FURTHER ORDER that the moveable and immovable properties belonging to the said Mahomed Haji Saboo Siddik Trust and described in the schedule "B" hereto be vested in the said Anjuman-i-Islam as such sole trustee AND THIS COURT DOETH LASTLY ORDER that the cost of the first plaintiff fixed at Rupees nine hundred and fifty and the costs of the first defendant when taxed as between attorney and client and noted in the margin hereof do come and be paid out of the Trust Estate. Witness Mahomedali Currim Chagla, Esquire, Acting Chief Justice at Bombay aforesaid this twenty-eight day of January one thousand nine hundred and forty eight.

A. R. Narayan Ayyer.
This 30th day of March, 1948

By the Court,
S. J. Rahimtoola
Prothonotary & Senior

Decree sanctioning scheme drawn on application of Messrs. S. F. Tyabji & Co. Attorneys for the Plaintiffs in Suit No. 724 of 1947 (O.S.) in the High Court of Judicature at Bombay
Coram Chagla Acting C.J.
dated 20th January, 1948

SCHEDULE "A"

Scheme for the establishment of the Mahomed Haji Saboo Siddik Institution

1. The Institution is to be conducted and maintained in pursuance of this scheme, and shall be known after the name of Mahomed Haji Saboo Siddik.
2. The Anjuman-i-Islam, an Association incorporated under the Indian Companies Act, 1913 (hereafter called the Anjuman) will be the trustee under the Scheme.
3. The immovable property described in the first schedule and the buildings thereon and the furniture, equipment and machinery

in the said buildings and the securities and cash described in the second schedule are hereby vested in the Anjuman.

4. The Anjuman shall possess the immovable property, buildings, furniture, equipment and machinery and the income of the fund represented by the said securities and the said cash for conducting institutions for imparting vocational and/or technical and/or industrial and/or commercial and/or scientific and/or scholastic education and/or training in arts and crafts to poor Muslim boys free of any charge, subject to such conditions and rules as the Anjuman may from time to time frame. The Anjuman shall have power to admit paying students to such institutions provided that no poor Muslim boy is thereby excluded. The Anjuman shall in carrying out the directions of this scheme confirm to such rules, regulations or conditions as may be necessary to enable the Anjuman to secure a grant-in-aid from the Government for the Institution.

5. The Anjuman shall keep the funds represented by the said securities invested in any form of investments authorised for time being for the investment of trust funds and the Anjuman may from time to time vary such investments into others of the like nature.

6. The accounts of the said investment and of the management of the said Institutions shall be made up every year and a summary of such accounts shall be published in one English and Vernacular newspaper and 200 printed copies of the accounts or such summary shall be distributed to leading members of the Muslim community.

7. Within the limits prescribed by this scheme the Anjuman shall have power to make regulations for the management of the said Institutions including the appointment and removal of teachers and servants.

8. All securities forming part of the trust funds shall stand in the name of the Anjuman and may in the exercise of the Anjuman's discretion be deposited for safe-custody and collection of interest with the Imperial Bank of India or the Bank of India Ltd., or the Central Bank of India Ltd. All moneys received by the Anjuman on account of such Institutions and trusts fund shall be deposited forthwith on receipt thereof in the Imperial Bank of India or the Bank of India Ltd., or the Central Bank of India Ltd., to the credit of an account to be opened in the name of the Anjuman provided that the Anjuman may retain at the premises of the Institution a sum sufficient to meet all current expenses.

9. The Anjuman shall not sell, mortgage, charge or lease any property hereby vested in the Anjuman except as hereby authorised and as regards any such property the office bearers of the Anjuman shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, receipts and defaults and for the due administration of such property in the same manner and to the same extent as they would as such office bearers have been if no incorporation had been effected and the incorporation of the Anjuman shall not diminish or impair any

control or authority exercisable by the Court, or by the Advocate General over such office bearers but they shall as regards any such property be subject jointly and separately to such control or authority as if the Anjuman were not incorporated. In this clause the expression office bearers will include members of the General Council, of all the boards and any committees thereof respectively and of the Executive and Finance Committees.

10. In all cases in which the advice and/or directions of the High Court of Bombay and/or alterations, modifications or amendments of the provisions of this scheme may be found necessary or desirable, the Anjuman shall have the right under this scheme to apply to the Judge in chambers after giving notice to the Advocate General for such advice and/or directions and/or alterations, modifications or amendments of the provisions of the scheme, and the Judge may on such application make such order as he thinks fit.

SCHEDULE 'B'

MOVABLE PROPERTIES

31% Government Securities of the	Rs.	22,86,500	00
face value of	Rs.	12,318	09
Cash			

IMMOVABLE PROPERTIES

All that piece of parcel of land or ground with buildings or structures thereon situated on the North side of Shepherd Road at Byculla within the City and registration sub-District of Bombay and containing by admeasurement of 10,230 square yards or thereabout and bounded on the North by the property of Christ Church on the East by Government land on the South by the said Shepherd Road and on the West by Government property and which said piece of land bears Cadastral Survey No. 1 E/1490 of Byculla Division.

S. J. R.

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

Suit No. 3429 of 1959

Coram : His Honour Judge Kapadia

Dated 6th January, 1960

1. Fazal R. Peermahomed.
 2. Fatmabai Peermahomed.
 3. Rajabally P. Ebrahim.
 4. Ahmed A. Fazaibhoy.
- Trustees of the Valimahomed & Dostmahomed Peermahomed Muslim Girls' Orphanage Charity Trust having its Office at 41 Marine Lines, Bombay-1.

Plaintiffs

Versus

The Charity Commissioner of Bombay having his office at the Bank of India Building, Mahatma Gandhi Road, Bombay-1

Defendant

Fixed Court Fees Rs. 30/-

The Plaintiffs pray that the scheme draft of which is annexed as Ex. A to the plaint and schedule hereto may be sanctioned with or without modifications as this Honourable Court may deem proper and that the Anjuman-i-Islam being a company registered under the Indian Companies Act 1913 and having its registered office in Bombay, be appointed also trustee of trusts mentioned in the plaint, and that all the properties mentioned in the scheme appertaining to the trust may be vested in the said Anjuman-i-Islam And for costs and other relief as mentioned in the Plaint And the suit being this day called on for hearing and final disposal the plaintiffs appearing by their Advocate and the defendant having by his letter dated ninth December one thousand nine hundred and fifty nine waived service of the Writ of Summons herein and having stated that he had no objection to the Honourable Court passing a decree in terms of the prayers to the plaint THIS COURT DOth SANCTION THE SCHEME which is contained in the Schedule hereto AND THIS COURT DOth ORDER that the Anjuman-i-Islam being a company registered under the Indian Companies Act 1913 and having its registered office in Bombay be appointed sole trustee of the trusts known as Valimahomed & Dostmahomed Peermahomed Muslim Girls Orphanage Charity Trust which is a public trust duly registered with the Charity Commissioner of Bombay under the Bombay Public Trusts Act, 1950, under No. B-431 AND THIS COURT DOth ORDER that all the properties appertaining to the said trusts consisting of immovable and movable properties described in the first and

second schedules to the said scheme and all the cash and other properties if any of said trust to be and they are hereby vested in the said Anjuman-i-Islam AND THIS COURT DOETH LASTLY ORDER that the sum of Rupees one hundred and fifty seven plaintiff's costs of the suit do come out and be paid out of the trust estate.

Dated this sixth day of January one thousand nine hundred and sixty.

By the Court,
Sd/- M. A. Chautal,
Registrar

Seal
Sd - V. K. Kulkarni,
Sealer.

This 10th day of March, 1960

BILL OF COSTS

	Plaintiffs	Defendant
	Rs. Np.	Rs. Np.
Institution fee	30.00	
Vakalatnama :	2.00	
Process fee Writ of Summons not brought back :	125.00	absent
Advocate's fee with surcharge :	157.00	0.00
Total :		

VALIMAHOMED & DOSTMAHOMED PEERMAHOMED MUSLIM GIRLS' ORPHANAGE CHARITY TRUST

Sanctioned vide Bombay City Civil Court
Suit No. 3429 of 1959

(Scheme for Management and Administration)

Name and
Constitution of
Charity.

1. The Charity registered under the Bombay Public Trust Act, 1950 under No. B-431 shall always be known as the Valimahomed & Dostmahomed Peermahomed Muslim Girls' Orphanage Charity Trust.

Vesting of
Properties in
Anjuman.

2. From and after the date on which this scheme is sanctioned by the Court all the properties movable and immovable belonging to the Charity sanctioned in clause one above and more particularly described in the schedule hereto and the cash as well as all and any such other properties movable or immovable or any right title or interest therein as may now or hereafter by purchase or exchange or in any other manner whatsoever come to belong to the said charity (all which are hereinafter for the sake of brevity collectively called "the trust properties") shall be vested in the Anjuman-i-Islam, an association incorporated under the Indian Companies Act, 1913, (hereinafter called "the Anjuman") as trustees and they shall be administered and managed by the Anjuman subject to and in conformity with the provisions of this scheme.

3. The Anjuman shall manage, administer and use the trust properties including the property more particularly described in Part I of the Schedule hereto or the income therefrom under the name of Valimahomed & Dostmahomed Peermahomed Muslim girls who are orphans for educating such girls and for training such girls for some vocation or profession and shall be entitled to use the trust properties for the purposes of giving poor orphan girls monetary assistance for getting married. If the Anjuman so decides it shall be entitled to shift the Abdulla Haji Dawood Bewla Orphanage at present housed in Bombay to the premises of the Valimahomed & Dostmahomed Peermahomed Muslim Girls' Orphanage at Pooona. In such event the existing identity of the Valimahomed & Dostmahomed Peermahomed Muslim Girls' Orphanage will not be disturbed and both the orphanages shall be run at Pooona in accordance with the respective schemes of each orphanage.

4. This trust shall be entitled to receive donations or help with or without any conditions from any persons, institutions, or trust including the Abdulla Haji Dawood Bawla Orphanage.

Accounts to be kept.

5. Proper accounts of the trust shall be kept. The account shall be made up each year ending on 31st March and the Anjuman shall have the accounts annually audited and certified by a registered auditor and shall have the returns filed as required under the provisions of the Bombay Public Trust Act, 1950 or any other law for the time being in force.

Bank Accounts.

6. All moneys forming part of the trust properties and which are not liable to be invested as herein after provided shall be deposited in current or savings bank accounts to be opened by the Anjuman in any one or more of the scheduled banks, provided that the Anjuman may retain in its hands a sum not exceeding Rs. 500 for meeting current expenses.

Investments.

7. All moneys not required for immediate application or within a short time for the purpose of the trust shall be invested by the Anjuman in public securities as defined in Section 2(12) of the Bombay Public Trust Act, 1950, or in a first mortgage of immovable properties situate in the state of Bombay provided that the property is not leasehold for a term of years and the value thereof exceeds by one half the mortgage money or in such other investments as the Charity Commissioner may by special or general order direct.

Lease by Anjuman

8. The immovable property or properties comprised in the trust properties and not required to be used for the purpose of the charity shall be let. The Anjuman shall have power to let for a period not exceeding three years the said properties or any part thereof from time to time upon such terms and conditions as in its absolute discretion it thinks fit. The Anjuman shall also have power to let for a period exceeding three years after obtaining the sanction of the Charity Commissioner in that behalf.

Repairs and Insurances.

9. The Anjuman shall keep in good and substantial repairs all immovable properties belonging to the trust and shall also keep the said properties insured against fire.

Payment of Management Expenses.

10. The Anjuman shall, out of the rents, profits income and interest of the trusts properties in the first instance, pay all the rents, taxes assessments and other necessary outgoings and in the next place, pay all the proper costs, charges and expenses of and

incidental to the administration and management of the trust properties as well as the costs of current repairs to and the up-keep of the immovable properties belonging to the charity and thereafter apply the balance for the purposes hereinafter mentioned.

Reserve Fund.

11. The Anjuman shall out of the rents, profits, income and interest of the trust properties remaining after making payment mentioned in the preceding clause (hereinafter called "the net income") set apart annually such percentage of the net income as having regard to the nature and condition of the immovable properties comprised in the trust properties and the funds at its disposal it thinks fit to do form a repair reserve fund for the purpose of defraying all moneys repairs and or improving and altering the immovable property forming part of the trust properties and for re-building the same.

12. For the purpose of the due administration and carrying into effect the objects of the scheme and to provide for the management of the charity and trust properties the Board of Social Work of the Anjuman shall annually at its first meeting held after the 1st day of April in every year nominate a committee for management for the purpose of the said trust consisting of not less than 15 persons and not more than 20 persons and shall include the following persons during their respective life time namely

1. Ahmed R. Peermahomed, Esquire.
2. Fazal R. Peermahomed, Esquire.

After the death of Mr. Ahmed R. Peermahomed and Mr. Fazal R. Peermahomed any two persons who are the male descendants of Valmahomed Peermahomed or Dostmahomed Peermahomed shall be included in the said committee. The said committee shall also include Mrs. Fatmabai J. Peermahomed for a period of not less than 5 years from the date of the sanction of this scheme.

13. At all meetings of the said committee the said Ahmed R. Peermahomed shall be entitled to act as the Chairman.

14. The Anjuman shall not sell mortgage charge or lease any property hereby vested in the Anjuman except as with the prior sanction of the Charity Commissioner and as regards any such property the office bearers of the Anjuman shall be Chargeable for such

property as may come into their hands and shall be answerable and accountable for their own acts, receipts and defaults and for the due administration of such property in the same manner and to the same extent as they would as such office bearers have been if no corporation had been affected and the Incorporation of the Anjuman shall not diminish or impair any control of authority exercisable by the court or by the Charity Commissioner over such office bearers but they shall as regards any such property be subject jointly separately to such control or authority as if the Anjuman were not incorporated. In this clause the expression Office Bearers will include members of the General Council, of all the Boards and any Committee thereof respectively and of the Executive and Finance Committee.

15 In all cases in which it is found necessary to amend this Scheme or any clause thereof to seek advice or directions of the Court on question of administration or management of the trust the Charity Commissioner or the Anjuman shall have the right under this Scheme to apply to the Competent Court. In case of the Anjuman so applying it shall give previous notice in writing in that behalf to the Charity Commissioner, Bombay and shall make him a respondent to such application.

* (Clause 14 amended and Clause 15 added by the Bombay City Civil Court Order Suit No : 3951 of 1963 Dated 20-9-1963)

THE SCHEDULE ABOVE REFERRED TO :

PART - I

(Immovable Property)

FIRSTLY : Poona Property : All that piece of land situate in the villages of Mali and Munjeri in Poona Taluka and is bounded on the North by Bund Garden Road and part of Survey No. 49 of Munjeri on the South by Mangaldas Road, on the East by part of Survey No. 49 of Munjeri and on the West by Bund Garden Road measuring 4 acres 11 Gunthas and 10 annas or thereabout and bears Survey No. 98 of Mali and Survey No. 49 of Munjeri in the land records together with the building there on.

SECONDLY : Property of Gulawadi, Bombay : All that piece Land of Pension and Tax tenure situate at Kika Street, Bombay, in the Registration District and Sub-District of Bombay admeasuring 482 square yards or thereabouts bearing Cadestral Survey No. 2790 of Bhuleshwar Division assessed by the Bombay Municipality under C Ward No. 5117 and 5118 together with the building thereon.

PART - II

(Movable Property)

1. Furniture and fixtures (valued at Rs 6,659.47 nP in the books of trust as on 31st December 1958).
2. Balance in the current accounts of the trust with :
 - (a) Bank of India Ltd., Bombay.
 - (b) Bank of India Ltd., Poona: and cash and postage stamps (which aggregate to Rs. 4370.98 nP. as on 31st December 1958).
3. Arreas of Rent due from the tenants including the balance of the sum of Rs. 2,363.92 nP. outstanding as on 31st December 1958).
4. THE AMOUNT DUE UNDER FIXED DEPOSIT RECEIPT NO. F 536095 OF THE BANK OF INDIA LTD. FOR Rs. 13000 AND THE FIXED DEPOSIT RECEIPT NO. F. 555235 OF BANK OF INDIA LTD FOR Rs. 12000

Certified to be a true copy.
Dated this 25th day of July 1962.

(Seal)
BOMBAY CITY CIVIL
COURT BOMBAY

Sd/-
Sealer.

This 25th day of July, 1962.

Sd/-
for Registrar.

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

Suit No. 3429 of 1959

Fazal R. Peermahomed
& others } Plaintiffs

v/s.

The Charity Commissioner
of Bombay } Defendant

Lodged on 23/11/59
Sd/-

Certified Copy of

PLAINT

Dated this 9th day of November, 1959

ADMITTED this 26th day of November 1959.

Sd/- M. A. CHAUBAL,

Registrar

F. D. 6th Jan. 1960.

Mr. A. S. Alavi

DARUL ULUM TRUST

In the Bombay City Civil Court at Bombay

Short Cause Suit No. 773 of 1960.

Coram : His Honour Judge Kapadia.
30th March 1960.

1. Hoosainbhoy Laljee
 2. Anees H. A. Laljee
 3. Dr. I. A. Sufi
 4. Aftab H. A. Laljee
 5. Fazal N. A. Laljee, all of Bombay, residing at Flower Road, Warden Road, Bombay.
- and
6. Mohamedali Ebrahim Nanji, resident at Tandel Street, Cross Lane, Bombay-9.
All the above named managing trustees of Panchgani Dar-ul-Ulum Society.

} Plaintiffs

} Versus

The Charity Commissioner of Bombay, having his office at the Bank of India Building, Mahatma Gandhi Road, Fort, Bombay.

} Defendant

The Plaintiffs pray that the Panchgani Dar-ul-Ulum Society be declared as dissolved and that the Anjuman-i-Islam, a body incorporated under the Indian Companies Act, 1913 and having its registered office in Bombay and registered as a Public Trust under No. E-36 (Bom.) at Bombay, be appointed as Sole Trustees of the School known as Dar-ul-Ulum situate at Panchgani and all its properties, assets, lands and buildings of the said school be vested in the Anjuman-i-Islam as Sole Trustee thereof that a scheme as per draft annexed to the plaint and marked Exhibit 'B' with such modifications and alterations as this Honourable Court may deem fit be framed and sanctioned for the management and administration of the said school, for the purposes aforesaid such orders be passed and directions given as may be found necessary and for costs for such further and other reliefs as the nature of the case may require AND the suit being this day called up for hearing and final disposal the Plaintiffs and the defendant appearing by their respective Advocates AND UPON HEARING the said Advocates THIS COURT DOTH PASS JUDGEMENT and Order that the Anjuman-i-Islam, a company incorporated under the Indian Companies Act, 1913, and having its registered office in Bombay and registered as a Public Trust (under E-36) (Bom.) at Bombay be and is hereby appointed as Sole Trustee of the school known as Dar-ul-Ulum situate at Panchgani and all its properties, assets, lands and buildings. AND

THIS COURT DOTH FURTHER ORDER that the assets, properties, lands and buildings, of the school (Described in the Schedule 'A' hereto) be and they are hereby vested in the Anjuman-i-Islam as sole trustee thereof AND THIS COURT DOTH FURTHER ORDER that the scheme for the management and administration of the said school, annexed and marked Exhibit 'B' to the plaint and also set out in the Schedule 'B' hereto be and it is hereby sanctioned AND THIS COURT DOTH FURTHER ORDER that the costs of the Plaintiffs viz : Rupees one hundred and fifty-nine and of the defendant viz : Rupees one hundred and twenty seven do come and be paid out of the said trust estate.

Dated this thirtieth day of March one thousand nine hundred and sixty.

By the Court,
Sd.:- A. P. YAJNIK
5-8-60
Registrar

SEAL

Sd.:- J. P. PAGNIS
Sealer

This 3rd day of August 1960.
Decree drawn on the application
of M/s. JANI & MERCHANT
Attorneys for the Plaintiffs.

SCHEDULE "B"

Scheme for the Management and Administration
of the Trust To be called

"DARUL-ULUM TRUST"

1. The Trust to be administered and managed in pursuance of this scheme shall be known as "Dar-ul-Ulum Trust".
2. The Anjuman-i-Islam, an Association incorporated under the Indian Companies Act, 1913 now Companies Act 1956 (herein after called "the Anjuman"), and registered as a Public Trust under No. E-36 (Bom.) will be the Sole Trustee under the Scheme.
3. The immovable property described in the Schedule herein under written and the buildings thereon and the furniture, fixtures, articles, equipment and machinery in the said school are hereby vested in the Anjuman-i-Islam.
4. The Anjuman shall own and possess the immovable properties buildings, furniture, equipment and machinery for all and/or any one or more of the following objects :—

(a) For conducting institutions for imparting vocational and/or technical and/or industrial and/or commercial and/or scientific and/or scholastic education and/or training in arts and crafts to Muslim boys and/or girls subject to such conditions and rules and regulations as to payment of fees or otherwise as the Anjuman may from time to time frame, with liberty to admit boys and girls of other communities provided further that the Anjuman shall, in carrying out the directions of this scheme, conform to such forms and regulations or conditions as may be necessary to enable the Anjuman to secure a grant-in-aid.

(b) For establishing and maintaining Orphanage or Orphan-ages and hostels for poor Muslim boys and girls.

(c) For establishing and maintaining holiday camps and/or Rest House for boys and/or girls and/or Teachers and/or Staff of institutions under the management of the Anjuman.

(d) For any other purposes for the general welfare of the Muslim community.

(e) For establishing, conducting and maintaining, if possible, a training school or class.

**SCHEDULE 'A' ABOVE REFERRED TO :
PARTICULARS OF PROPERTY**

ALL THOSE SEVERAL PLOTS or places of lands or ground with all structures thereon situate at Mouja Pagari in Panchgani in the registration. Sub-District of Wal, District North Satara and bearing the following numbers and containing the area set opposite the said respective Nos :

Survey No.	Hissa No.	Area		Assessment
		Acres : Gunthas		
*Pot Kharab	6	—	—	Rs. 5/-
	8	—	4	" 0.9/-
*Pot Kharab	9	1	29	" 9.4/-
	9	2	4	" 1.4/-*
	10	—	21	" 6.8/-
	11 A	—	20	" 8.13/-
	11 B	—	1	" 0.8/-
	12 A	—	14	" 11.2/-
*Pot Kharab	12 B	*	5	" 1.14/-*
	12 C	—	0	" 0.4.6
	12 D	—	1	" 0.5/-
Pot Kharab	13 B	—	2	" 1.8/-
	13 A	1	20	" 78.6
	13 A	2	0	" 0.1.6
				& " 6.4/-*
*Additional	13 C	—	1	Nil
	13 D	—	1	" 0.7/-
			168	13

5. Subject to the terms and conditions of the tenure of the land, the Anjuman-i-Islam shall have liberty to let out any part or parts of the said land, properties and buildings which are not required for any one or more of the above purposes at such rent and on such terms and conditions as the Anjuman may think fit and to utilise the net income thereon for the purpose of carrying out all or any of the objects mentioned in the clause 4 above. Provided that for leases of the nature mentioned in Section 36 of Bombay Public Trust Act, 1950 previous permission of the Charity Commissioner shall be necessary.
6. Within the limits prescribed by the Scheme the Anjuman shall have power to frame rules and regulations for the management of the institutions or any one or more of the institutions mentioned in Clause 4 above including the appointment and removal of teachers and servants and fees to be charged to the students taking education at any of the said institutions and generally for the due administration and carrying into effect the provisions of this Scheme and the Management of the Trust properties.
7. Proper accounts of the management of the institutions conducted by the Anjuman under provisions of this Scheme shall be kept and made up every year and shown under a separate heading in the annual accounts of the Anjuman.
8. The Anjuman shall not sell, mortgage, charge or lease any property hereby vested in the Anjuman except as hereby authorised, and as regards any such property the office bearers of the Anjuman shall be chargeable and accountable for their own acts and defaults and gross negligence and for the due administration of such property in the same manner and to the extent as they would as such office bearers have been if no incorporation had been effected and the incorporation of the Anjuman shall not diminish or impair any control or authority exercisable by the Court or by the Charity Commissioner over such office bearers but they shall as regards any such property be subject jointly and severally to such control or authority as if the Anjuman was not incorporated. In this clause the expression "Office bearers" will include members of the General Council of all the Boards and any committee thereof respectively and of the Executive and Finance Committee.
9. The Anjuman shall keep the funds of the Trust invested in any form of investment authorised for the time being for the investment of Trust funds and the Anjuman may from time to time vary such investments into others of like nature.
10. Anjuman-i-Islam may appoint a special committee for managing and conducting a school at Panchgani and which shall consist of not less than 15 members and not less than 10 members. The said committee shall be appointed or elected

according to the constitution and or rules and by-laws of Anjuman-i-Islam and the first committee so appointed shall include the following persons :—

1. Hooseinbhoy A. Lalji
 2. Dr. I. A. Sufi
 3. Altaf H. A. Lalji
 4. Fazal Hooseinbhoy A. Lalji
 5. Anees Hooseinbhoy A. Lalji
- and
6. Ameer Mohamed A. Lalji

11. One of the wings of the school at Panchgani shall be called "Seth Abdulla Lalji and Hooseinbhoy Lalji Wing." The said Anjuman-i-Islam shall maintain a library in the school premises and the said library shall be known as "Dar-ul-Uloom Haji Gulam Mahomed Ajam Library."
12. The Anjuman-i-Islam will put up a tablet in the school premises containing the names of the principal donors and the amount donated by them.
13. The spring in the school premises will be known as "Hoosein Spring" and the water-works constructed on the site of the spring will be known as "Jafra Water Works" and tablets showing the said names will be put up by the Anjuman-i-Islam on the respective sites of the said springs and water-works.

ANJUMAN EDUCATION TRUST

THIS DEED OF TRUST made at Bombay this 16th day of June one thousand Nine hundred and sixty-nine between AKBAR ABEDIN PERBHOY, ISMAIL, MAHOMEDALLY KANGA, AZIZ HUSAIN AHMEDBHOY, ABDUL SATTAR SULEMAN OOMER and SULTAN ALADIN NATHANI of Bombay Indian inhabitants hereinafter called "the Settlers" of the One Part and THE ANJUMAN-I-ISLAM a Company incorporated under the Indian Companies Act, 1918 and having its registered office at 92, Dr. Dadabhoj Nowroji Road, Bombay I, hereinafter called "the Trustee" (which expression shall wherever the context so requires or admits be deemed to include its successors and other trustees or trustees for the time being of these presents their or his assigns) of the Other Part;

WHEREAS,

- (1) The Settlers are desirous of settling a sum of Rs. 5,000/- (Rupees five thousand) for the charitable purposes herein-after appearing.
- (2) The trustees have at the request of the Settlers agreed to act as the sole trustee of the trust intended to be hereby created and to receive the said sum of Rs. 5,000/- (Rupees five thousand) upon the trust of this Settlement.

- (3) Immediately before the execution of this settlement the Settlers have handed over to the trustee the said sum of Rs. 5,000/- (Rupees five thousand) which the trustees have accepted and taken delivery of and to hold the same upon the trust and subject to the powers and provisions herein-after declared and contained of and concerning the same.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the Settlers and the Trustees that in order to effectuate their said desire and in pursuance of all other good causes them hereunto moving and in consideration of the premises the Settlers have on or before the execution of these presents transferred and handed over to the trust the said sum of Rs. 5,000/- and all right, title, interest, claim and demand of the Settlers to or in the said sum or any part thereof and that the Trustee has accepted and taken delivery of the said sum upon the trust and with and subject to the powers and provisions hereinafter declared and contained concerning the same.

1. The Trustee shall hold and stand possessed of the said sum of Rs. 5,000/- and other investment or investments for the time being representing the same and all other additions or accretions thereto and all other monies, funds and properties coming into the hands of the trustee under these presents hereinafter referred to as the Trust properties and all income and profit accruing therefrom upon Trust to carry out all or any of the charitable objects of trust hereby created as hereinafter mentioned.

2. The trust hereby created shall be known as "Anjuman Education Trust".

3. The Trustee shall hold and apply the Trust properties for (a) relief of poverty, (b) education (c) medical relief (d) an advancement of any object of general public utility and involving the carrying on of any activity of profit, for benefit of the persons of all communities without discrimination on the ground of religion, sect, caste, creed or colour and in particular without prejudice to the generality of the foregoing charitable objects set out hereinabove for all or any one or more of the following charitable objects:

(a) for establishing and conducting institutions for imparting Commercial and/or industrial and/or vocational and/or technical and/or Scholastic and/or scientific and/or training in Arts and Crafts subject to such conditions and rules and regulations as payment of fees or otherwise as the trustee may from time to time form provided that the trustee may in carrying out the directions herein contained conform to such form requirements or conditions as may be necessary to enable the trustee to secure grant-in-aid from the Government, Bombay University or any other public body;

(b) for establishing and/or maintaining residential hostel and/or sanatorium for boys and girls and/or teachers and/or staff of the institution under the management of the trustee.

(c) for establishing, conducting and managing training schools or classes.

(d) for any other purposes connected with or incidental to the imparting or promotion of education.

4. The Trustee shall be at liberty to use or apply the net income of the trust properties in giving donations to any other charitable institution or institutions, having similar charitable objects, as enumerated here-to.

5. The trust properties shall vest in and stand and continue to vest in and be transferred to the name of the trustee for the time being of these presents.

6. The trustee shall be at liberty to receive and collect any surplus, donations gifts or endowments for the general purposes of the trust hereby created or any other special object connected with or similar objects of the trust hereby created.

7. The Trustee shall be at liberty to purchase take on Lease or otherwise acquire any property or properties immovable or movable and/or to construct any building or buildings on any plot of land for the purpose of carrying out any of the objects of this trust.

8. The securities belonging to the trust hereby created shall be kept in the name of the trustee and shall be deposited in safe custody with the bank or banks in which the banking account of the trust shall for the time being be opened. The trustee shall be at liberty to give power of attorney giving authority to such bank or banks to collect the interest for the time being accruing due thereon and credit the amount thereof to the said banking account or accounts and to renew, convert, and redeem the said security and reinvest the proceeds thereof as and when it is necessary.

9. The trustee shall invest and shall keep invested the trust properties not specifically applied to or used for the respective objects to which the same may be appertaining in such investment or investments as are authorised by Section 35 of the Bombay Public Trust Act, 1950 or any statutory amendment or modification thereof for the time being in force with liberty to the trustee from time to time to vary any of such investments or others of a like nature. The trustee shall have power to invest the trust properties in the purchase of any immovable property or properties of a freehold nature or leasehold tenure the unexpired residue of the period whereof is not less than 60 years.

(a) When the trust properties consist of lands, buildings, furniture or equipment which are not being specifically applied to and used for the respective objects of the charity trust to which the same appertain and which are not fetching any rent or income, the Trustee may continue to apply and use the same for the said respective objects provided that when the tenure on which any such lands or buildings are held so permits, the Trustee shall have power at any time and from time to time to let out such lands and buildings instead of applying them to and using them for the said objects and to apply the rent or income so received in the manner mentioned in the following clauses.

(b) Where the trust properties consist of lands and buildings being specifically applied to or used for the respective objects of the charity or which in future may not be so applied or used and which is or in future may be let out and where trust properties consist of investments authorised by S.35 of the Bombay Public Trust Act, 1950 the Trustee shall recover and receive the rents, interest or income thereof and pay thereon and deduct therefrom:

(i) in the first place the cost, charges and expenses of and incidental to the management and administration thereof and the taxes or outgoings in respect thereof including insurance premia and cost of current repairs and

(ii) in the next place when the trust properties consist of lands and buildings such sums as may be necessary to be set apart for a depreciation fund and apply

the balance of said rents interest and income for the respective object of the trust to which they pertain.

(iii) apply the balance of the said interest and income for respective objects to which they pertain and/or for carrying out any one or more of the objects of the trust hereby created to any other charitable institution having similar charitable objects as enumerated herein.

10. In managing and conducting any institution or institutions for carrying out the objects of the trust hereby created, the trustee shall duly observe and perform the terms and conditions and provision of any grant or any other public body or by any donor and the terms and conditions and provisions of any lease, trust or other agreement relating to the said institution or institutions.

11. Proper accounts of the trust properties and the income and expenditure thereof shall be kept and such accounts shall be made up each year and after the end of each year the trustee shall have the accounts audited and certified by certified auditor which will be appointed and whose remuneration shall be fixed by the trustees at its annual general meeting.

12. The audited accounts and annual report of the management of trust hereby created shall be circulated among the members of the General Council of the Anjuman-i-Islam.

13. One or more banking accounts for the purposes of trust hereby created shall be opened and kept with any schedule bank or any other bank or banks on the approved list of the Charity Commissioner. However, the sum of money received on account of the trust hereby created shall be forthwith paid to the credit of such account or accounts.

14. The trustees shall have power and authority to sell, mortgage charge, lease any immovable properties vested in the trustee in accordance with the provision contained in Section 36 of the Bombay Public Trust Act, 1950, or any statutory modification or amendment, re-enactment thereof for the time being in force.

15. So long as the Anjuman-i-Islam continues to be the trustee of these presents the office bearers thereof and otherwise the trustee or trustees for the time being of these presents shall be chargeable only for such property as may come to their hands and which they shall actually receive and shall be answerable and accountable only for their own respective acts, neglects and defaults and for the due administration of such property but so far as the office bearers of the Anjuman-i-Islam are concerned they shall be answerable and accountable as aforesaid in the same manner and to the same extent as they would as such office bearers have been if no incorporation had been

effected and the incorporation of the Anjuman shall not diminish or impair any control or authority exercisable by the Court or the Charity Commissioner over such office bearers and they shall as regards such property be subject jointly and separately to such control or authority as if the Anjuman were not incorporated. In this expression office bearers shall include members of the General Council, of all the Boards and any Committee thereof respectively and of the Executive and Finance Committee. Subject as aforesaid and for the office bearers of the Anjuman and/or the trustee or trustees for the time being of these presents shall be respectively chargeable only for such property and money as they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for own acts and not for those of one another nor for any person or persons with whom or in whose hands the trust monies be deposited or given nor for any other loss unless the same shall happen through their own wilful default respectively.

16. As long as the Anjuman-i-Islam is the trustee of these presents, it may appoint a Committee or Committees for managing and conducting any institution or institutions established for carrying out the objects of this trust. The said Committee or Committees shall be appointed or nominated according to the constitution and rules and bye-laws of the Anjuman and shall consist of such members as may from time to time be prescribed by the Anjuman-i-Islam.

17. The Trustee may engage a Secretary and/or clerk or any other person or persons for the purpose of collecting the rents and income of the trust properties, writing accounts, keeping minutes, management of the trust properties and doing such other work in connection with the administration of the Charities comprised in the scheme the Trust may direct.

18. The Trustee may from time to time reimburse itself or pay and discharge out of the trust fund all expenses incurred in or about the execution of the trust or powers under this scheme or any of them. The Trustees shall also be entitled to allow any office bearers all costs, charges and expenses which such office bearers shall or may incur in or about the execution of the said trusts and powers or in relation thereof.

19. Within the limits prescribed by this trust deed the Trustee shall have full power from time to time to make rules and regulations for the management and administration of the trusts and charities comprised in this Trust Deed and for the conduct of its business including the summoning of meetings, custody of documents, and the appointment of clerks and other employees.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by
the withnamed AKBAR ABEDIN PEER-
BHOY, ISMAIL MAHOMEDALLY KANGA,
AZIZ HUSAIN AHMEDBHOY, ABDUL-
SATTAR SULEMAN COMER and SULTAN
ALADIN NATHANI in the presence of

Sd/ F. E. Ladhli

THE COMMON SEAL OF THE ANJU-
MAN-I-ISLAM has hereunto been affixed
in the presence of Mr. M. HARRIS and
Mr. A. MAJEED E. PATKA two of the
Members of the Finance Committee who
have signed in the presence of

Sd/-

Mr. M. Harris

Mr. A. Majeed E. Patka

Sd. Akbar A. Peerbhoy
sd. Ismail M. Kanga
sd. Aziz Husain
Ahmedbhoy

sd. A. S. Ormer
sd. S. A. Nathani
11-6-1969

MATHERAN MUSLIM EDUCATION SOCIETY

In the Bombay City Civil Court at Bombay
Sult. No. 2326 of 1968.

Coram : His Honour Judge Shri Shimpi
9th September 1970.

1. Mohamedali Chaiwalla, Solicitor, having his office at 15, Military Square Lane, Bombay, and residing at Jhansi Castle, Coopersage, Bombay-1.
2. Ahmed A. Fazalbhoy, carrying on business at Liberty Building, 41, Marine Lines, Bombay, and residing at Noorvilla, 63-FF, Bhulabhai Desai Road, Bombay-26.
3. Sultan A. Nathani, carrying on business at Nathani-Steel Yards, Vidhya Vihar Railway Station, Bombay-77, and residing at "Ashiana," Bullock Road, Bandstand, Bandra, Bombay-50.
4. Ebrahim T. Kachwalla, carrying on business at 166, Abdul Rehman Street, Bombay-3, and residing at 18-B, Cadell Road, Bombay-28.

Versus

The Charity Commissioner of Bombay, having his office at Bank of India Building, Mahatma Gandhi Road, Bombay. } Defendant

Fixed Court fee of Rs. 30/-

The Plaintiffs pray for a declaration that the Matheran Muslim Education Society be dissolved and that the Anjuman-i-Islam, a body incorporated under the Indian Companies Act, 1912 and registered as a Public Trust under No. P.T.R. E. 36 (Bombay) at Bombay be—appointed as the sole trustees of the Matheran Muslim Education Society Trust and all its properties and assets including the leasehold rights of the said land situate at Matheran and more particularly described in Exhibit A & E; and that all the assets, properties including the rights in the said land of the said Society more particularly described in Exhibit A & E be vested in the Anjuman-i-Islam as the sole trustee thereof and that a Scheme as per draft hereto annexed and marked Exhibit F with such modifications and alterations as this Honourable Court may deem fit to be framed and sanctioned for the management and administration of the said Trust and for costs and for such further and other reliefs and the suit

being this day called on for hearing and final disposal the Plaintiff and the defendant appearing by their respective Advocates THIS COURT DOTH PASS JUDGEMENT for the Plaintiffs AND DOth ORDER that the Anjuman-i-Islam, a body incorporated under the Indian Companies Act, 1912 and registered as a Public Trust under No. P.T.R.-E. 36, Bom. at Bombay be and they are hereby appointed as the sole Trustee of the Matheran Muslim Education Society Trust with all its properties and assets including the leasehold rights of the said land situate at Matheran and more particularly described in Exhibit A and E and also described in the Schedule hereto AND THIS COURT DOth FURTHER ORDER that all the assets, properties including the leasehold rights in the said land of the said society more particularly described in Exhibit E and also described in the Schedule hereto be and the same is hereby vested in the Anjuman-i-Islam as the sole Trustees thereof AND THIS COURT DOth SANC-TION the Scheme as per draft described in the Schedule hereto for the management and administration of the said Trust AND THIS COURT DOth ORDER that the costs of the Plaintiffs and the defendant of the suit fixed at Rupees one hundred and twenty seven be paid over out of the Trust fund AND THIS COURT DOth LASTLY ORDER a copy of the Judgement of this Order be sent to the Charity Commissioner.

Dated this Ninth day of September One thousand nine hundred and seventy.

By the Court,
Sd./- V. K. KULKARNI
10-8-71
Registrar

(S E A L)
Sd./- D. D. CHITRA
Sealer

This 10th day of March, 1971.

BILL OF COSTS

	Plaintiffs Rs. P.	Defendant Rs. P.
Institution fee	30 00	
Vakalathmana	2 00	2 00
Court fee on Letter of Request	2 00	
Advocate fee	127 00	127 00
Total Rs.	161 00	129 00

Sd.:- V. K. K.
10-8-71.

SCHEDULE EX. A.

ALL THAT piece or parcel of land situate at Matheran the Karjat Taluka in the District of Kolaba, containing by admeasurement one acre and 35½ gunthas be the same a little more or less and described and particularly denoted as — No. B. P. 218 in a certain map or plan of the said Matheran deposited in the Office of the Collector of Kolaba on which said piece of land is bounded on the East by Mahatma Gandhi Road, on the West by Kasturba Road, and Marne Lane Road, on the North by Kasturba Road and Gymkhana Road, and on the South by Government vacant land and is situated in the Registration District of Kolaba.

SCHEDULE EX. B.

PROPERTIES AND ASSETS OF THE MATHERAN MUSLIM EDUCATION SOCIETY

1. The Leasehold rights of all that piece or parcel of land situated at Matheran in Karjat Taluka in the District of Kolaba admeasuring about 1 acre and 35½ gunthas and more particularly denoted as No. B. P. 218 in the map or plan of Matheran in the Office of the Collector of Kolaba and bounded as follows :

On the East by Mahatma Gandhi Road, on the West by Kasturba Road, and Marne Lane Road, on the North by Kasturba Road, and Gymkhana Road, on the South by the Government vacant land. The said lease of the abovementioned plot granted by the Collector of Kolaba by an agreement of lease dated 27-9-1963 in pursuance to an Order of the Collector of Kolaba dated 25th March 1958 granting the said lease.

2. Structure standing thereon (on the said land) consisting of 1 Hall and Verandah built by the Matheran Muslim Education Society at a cost of Rs. 35,378.00 yielding a monthly rent of Rs. 195/-.

3. (A) Fixed Deposit with Habib Bank (Under control of Custodian of Enemy property)	1,059 25
(B) Fixed Deposit with Central Bank of India	7,000 00
(C) Cash in Current Account with Habib Bank Ltd., (Under Control of Custodian of Enemy Property)	577 07
(D) Rent outstanding with Collector of Kolaba	1,170 00
(E) Cash in Current Account with the Central Bank of India Ltd.,	793 12
(F) Cash in hand	12 50
(G) Gross Income per year at Rs. 195/- p. m.	2,240 00

SCHEDULE EX. "F"

SCHEME FOR THE ADMINISTRATION AND MANAGEMENT OF THE TRUST TO BE CALLED "MATHERAN MUSLIM EDUCATION SOCIETY TRUST"

- The Trust to be administered and managed in pursuance of this scheme shall be known as "Matheran Muslim Education Society Trust".
- Anjuman-i-Islam a Company incorporated under the Indian Companies Act, 1913, now Companies Act, 1956 as a non-trading company and registered as a public trust under No. E. 36 (Bom.) will be the sole trustee under the scheme.
- All the properties and assets of the Society including the leasehold rights of the property situate at Matheran more particularly described in the Schedule hereunder written, to be vested in the Anjuman-i-Islam as the sole trustee thereof for all and/or any one or more of the following objects.
 - For conducting institutions for imparting vocational and/or technical and/or scientific and/or scholastic education and/or training in arts and crafts to Muslim boys and girls subject to such conditions and rules and regulations as to payment of fees or otherwise as the Anjuman may from time to time frame with liberty to admit boys and girls of other communities provided further that the Anjuman

shall in carrying out the directions of this scheme conform to such forms and regulations or conditions as may be necessary to enable the Anjuman to secure a grant-in-aid.

- (b) For establishing and maintaining Orphanage or Orphanages and Hostels for poor Muslim boys and girls.
- (c) For establishing and maintaining Holiday Camps and/or Rest Houses for boys and/or girls and/or Teachers and/or Staff of institutions under the management of the Anjuman.
- (d) For giving scholarship to poor and deserving boys and girls. Giving financial aid to poor and deserving men and women.
- (e) For any other purpose for the general welfare of the Muslim community.
- (f) For establishing, conducting and maintaining if possible a training school or class.

4. Subject to the terms and conditions of the tenure of the land, the Anjuman-I-Islam shall have the liberty to build on and to let out any part or parts of the said land or building which are not required for any one or more of the abovesaid purpose at such rent and on such terms and conditions as the Anjuman may think fit and utilise the income thereof for the purpose of carrying out all or any of the objects mentioned in clause 3 above. The Anjuman shall also have the liberty subject to the terms and conditions of the lease, to construct any structure or structures or add and/or after the existing structure on the said plot of land and utilise the same for all or any of the purposes specified in clause 3 above.

5. Within the limits prescribed by the scheme the Anjuman shall have the power to frame rules and regulations for the management of the institutions or any one or more of the institutions mentioned in clause 3 hereinabove including the appointment and removal of teachers and servants, and fees to be charged to the students taking education at any of the said institutions and generally for the administration and carrying into effect the provision of this scheme and the management of the trust properties.

6. Proper accounts of the management of the trust properties and/or management of institutions conducted by the Anjuman under the provisions of this scheme shall be kept and made up every year and shown under a separate account heading in the annual accounts of the Anjuman.

7. The Anjuman shall have the power to surrender or renew the lease, sell the building standing thereon to the Government or any other party as it deems fit and invest the proceeds in any form of investment authorised for the time being for the investment of trust funds and utilise the purposes specified in clause 3 hereinabove and/or from giving financial aid and/or scholarships to deserving and needy students to pursue any educational course.

8. The Anjuman shall keep the trust funds invested in any forms of investment authorised for the time being for the investment of trust funds and the Anjuman may from time to time vary such investments into others of like nature.

9. The Anjuman may do or undertake to do at its sole discretion any act as it deems fit for the general welfare of the Muslim community and/or for any one or more of the purpose specified in clause 3 hereinabove either at Matheran or elsewhere.

SCHEDULE ABOVE REFERRED

1. The lease hold rights of all that piece or parcel of land situates at Matheran in Karjat Taluka in the District of Kolaba amounting about 1 acre and 351 gunthas and more particularly denoted as No. BP 218 in the map or plan of Matheran in the Office of the Collector of Kolaba and bounded as follows :

On the East by Mahatma Gandhi Road; On the West by Kasturba Road, and Marne Lane Road; On the North by Kasturba Road and Gynkhana Road; On the South by Government vacant land.

The said lease of the abovementioned plot, granted by the Collector of Kolaba on 27-9-1963 by an agreement of lease in pursuance to an order of the Collector of Kolaba granting the lease on 25-3-1958.

2. Structure standing on the said land consisting of 1 Hall and Varandah built by the Matheran Muslim Education Society at a cost of Rs. 35,378.00 and value now ascertained at Rs. _____ and at present yielding a monthly rent of Rs. 195.-.

3. Amount in Banks

a) Habib Bank fixed deposit	Rs. 1,059 25
b) Habib Bank Ltd., Bombay	Rs. 577 07
c) Central Bank Ltd.	Rs. 793 12
d) Central Bank fixed deposit	Rs. 7,000 00
e) Gross Income per year Rs. 195- p.m.	Rs. 2,340 00
f) Rent outstanding	Rs. 1,170 00
g) Cash in Hand	Rs. 12 50

Sd/- V. V. K.

Certified to be a true Copy
10th day of March 1971.

Sd/- B. N. PATIL

For Registrar.

SEAL

(Bombay City Civil Court, Bombay)

Sd/- B. M. PATIL

Registrar.

This 10th day of March 1971.

**ABDULLAH DAWOOD BAWLA FEMALE ORPHANAGE
BOMBAY CITY CIVIL COURT AT BOMBAY**

C. A. No. 389 of 1957.

Coram : His Honour Judge
K. M. Vakil
3rd July 1957.

1. Abdullah Adamji Jasdaniwlla of Bombay Inhabitant residing at 108 Ripon Road, Bombay.
2. Abdul Shakur Haji Rahimtulla of Bombay Inhabitant residing at Patharia Palace, Mahomedally Road, Bombay No. 3.
3. Mahomed Taber of Bombay Inhabitant residing at Boho House Near Crawford Market, Bombay-2.
4. Khalifa Zia-ud-din of Bombay Inhabitant residing at Mahim without the Fort of Bombay.
5. Saif F. B. Tyabji of Bombay Inhabitant residing at B. Desai Road without the fort of Bombay and
6. Ismail M. Kanga of Bombay Inhabitant residing at Horizon View, Back Bay Reclamation, Bombay.

} Plaintiffs

Vs.

} Defendant
The Charity Commissioner of Bombay having his office at the Bank of India Building, Dadabhoj Nowroji Road, Bombay-1.

} Fixed Court Fee at Rs. 30.

The Plaintiffs pray that the Anjuman-i-Islam a company incorporated under the Indian Companies Act 1913 be appointed Sole Trustee of the Abdulla Dawood Bawla Mahomedan Female Orphanage mentioned in the plaint in place and instead of the plaintiffs and that the plaintiffs be released and discharged from the office of Trustees and that any acts or omission on their part requiring condonation be condoned and that the draft scheme annexed and marked Ex. 'C' to the plaint be approved and sanctioned as the scheme for the said Trust in place and instead of the scheme sanctioned by the said Decree dated the 31st day of January 1940 in High Court Suit No. 4 of 1940 (W.R.G. Smith and others vs. The Advocate General of Bombay) and that the immovable and movable properties mentioned in Exhibits 'A' and 'B' to the plaint be vested in the Anjuman-i-Islam as the Sole Trustee and that the Anjuman-i-Islam acting in accordance with its constitution be authorised and empowered to receive and recover possession of the said immovable and movable properties including the securities and cash lying and deposited with the State Bank of India or with any other Bank or person in whose possession or custody the said securities and cash or any of them or any part thereof may be and that the Anjuman-i-Islam be authorised and empowered to give receipts and discharges for the same or any of them or any part thereof and that in particular and without prejudice to the generality of prayers (c) and (d) above referred to, any four of the members of the Finance Committee of the Anjuman be authorised and empowered to do the act as herein mentioned in the plaint and for costs and other reliefs AND the suit having been called on for hearing and final disposal on the 19th day of June 1957 and this day the plaintiffs and the defendant respectively appearing by advocates THIS COURT DOTH ORDER AND DECREE that the Anjuman-i-Islam a company incorporated under the Indian Companies Act 1913 be and the same is hereby appointed the sole Trustees of the Abdulla Dawood Bawla Mahomedan Female Orphanage a Trust constituted by a Declaration of Trust dated 17th day of December 1910 in place and instead of the plaintiffs who are the present Trustee of the said Trust and that the Plaintiffs be and they are hereby released and discharged from the office of the Trustees and that any acts of omission on their part requiring condonation as also the delay in recovering securities from the Bank on the part of the plaintiffs are hereby condoned AND THIS COURT DOTH FURTHER ORDER that the draft scheme annexed as Exhibit 'C' to the Plain and mentioned in the Scheme for the said Trust in place and instead of the Scheme sanctioned by the said Decree dated 31st January 1940 in suit No. 4 of 1940 filed by W.R.G. Smith and others against The Advocate General of Bombay in the High Court of Judicature at Bombay AND THIS COURT DOTH FURTHER ORDER that the immovable and movable properties of the said Trust mentioned in Exhibits 'A' and 'B' to the plaint and more particularly described in the Schedules 'B' and 'C' hereunder written be vested in said Anjuman-i-Islam as such sole Trustee and that the Anjuman-i-Islam acting in accordance with its constitution be and it is hereby authorised and empowered to recover and receive possession of the said immovable and movable properties including the securities and cash lying and deposited with the State Bank of India or with any other Bank or person in whose

possession or custody the said securities and cash or any of them or any part thereof may be and that the Anjuman-i-Islam be and it is hereby authorised and empowered to give receipts and discharges for the same or any of them or any part thereof and THIS COURT DOETH FURTHER ORDER that any four of the members of the Finance Committee of the Anjuman-i-Islam be and they are hereby authorised and empowered to sign for and on behalf of the Anjuman-i-Islam and to give valid receipts and discharges for the said securities and cash or any part of them or any part thereof AND THIS COURT DOETH FURTHER ORDER that any four of the members of the Finance Committee of the said Anjuman-i-Islam be and they are hereby authorised and empowered to receive delivery of from the State Bank of India and to give receipt for the securities and cash mentioned in the Schedule 'C' hereto without production of the said Safe Custody Receipt therefor or surrender of the said Safe Custody receipt therefor to the State Bank of India and that on the State Bank of India on so handing over the said securities and cash to the said four members of the Finance Committee the State Bank of India do stand completely discharged and released from all responsibilities or liabilities in respect of the said securities and cash notwithstanding that the said securities shall have been so delivered over by the said Bank without production and surrender of the Safe Custody Receipts therefor and THIS COURT DOETH FURTHER ORDER that any four members of the Finance Committee of the said Anjuman-i-Islam be and they are hereby authorised and empowered to endorse for and on behalf of the said Jehangir Sohrab Bharucha, Sardar Sulaiman Cassum Mitha and Cassumally Dawoodbhai the 3 per cent Government Securities of 1951-1954 and of the face value of Rs. 31,700 number By 2594/13/700 which have matured and for and on behalf of the person aforesaid to deliver duly discharged the said Government Securities to the Public Debt Office or the Reserve Bank of India and to receive Payment in respect of the same AND THIS COURT DOETH FURTHER ORDER that any four of the members of the Finance Committee of the said Anjuman-i-Islam be and they are hereby authorised and empowered to endorse for and on behalf of the said Jehangir Sohrab Bharucha, Sardar Sulaiman Cassum Mitha and Cassumally Dawoodbhai 6 per cent Bombay Municipal Debenture of the face value of Rs. 9,000 No. 09470/19000 which has matured and for and on behalf of the persons as aforesaid to deliver duly discharged the said Municipal Debenture to the Bombay Municipality or to such other Bank or Agent as may be proper or necessary and to receive payment in respect thereof AND THIS COURT DOETH FURTHER ORDER that any of the four members of the Finance Committee of the said Anjuman-i-Islam be and they are hereby authorised and empowered to endorse and transfer for and on behalf of the said Jehangir Sohrab Bharucha, Sardar Sulaiman Cassum Mitha and Cassumally Dawoodbhai all other Government and other securities and National Savings Certificates described in the Schedule 'C' hereto so as to vest absolutely in the endorsees and transferees all right to and interest in the said securities AND THIS COURT DOETH FURTHER ORDER that any of the four members of the Finance Committee of the Anjuman-i-Islam be and they are hereby authorised and empowered to endorse and discharge for and on behalf of the said Abdulla Dawood Bawla

Mahomedan Female Orphanage 12 years National Savings Certificates for Rs. 10,000 mentioned in the Schedule 'C' hereto and to give receipts in respect of the proceeds thereof AND THIS COURT DOETH FURTHER ORDER that the costs of the plaintiffs viz. Rs. 159 and of the defendant of this suit viz. Rs. 127 as taxed in the Bill at the foot thereof do come and be paid out of the Trust Funds AND THIS COURT DOETH LASTLY ORDER that the plaintiffs do file before the defendant the usual accounts and on their obtaining a No Objection Certificate from the Charity Commissioner the plaintiffs shall stand discharged as Trustees of the said Trust.

Dated this Third day of July One Thousand Nine Hundred and Fifty-seven.

Decree drawn on application of
Messrs. Jamshedji Rustomji and
Devidas, Attorneys for the Plaintiffs.

By the Court,

(Sd) M. A. Chaubal

Registrar

(SEAL)

(Sd.) A. P. Yajnik

Sealer

This 5th day of September 1957.

SCHEDULE "A"

Herein above Referred to

Scheme for the establishment and maintenance of the Abdulla Dawood Bawla Female Orphanage.

1. The home or homes established and maintained in pursuance of this Scheme shall be called "The Abdulla Dawood Bawla Female Orphanage." A Board or a Tablet with such designation will be affixed in some prominent position of the building or buildings to be used for the said home or homes.
2. The Anjuman-i-Islam, an Association incorporated under the Indian Companies Act, 1913 (hereafter called "the Anjuman") will be the Trustee under this Scheme.
3. The immovable property described in the First Schedule and the buildings thereon and the furniture and equipment in the said buildings and the securities and cash described in the Second Schedule are hereby vested in the Anjuman.
4. The Anjuman shall possess the said immovable property, buildings, furniture and equipment and the income of the fund, represented by the said securities and the said cash for the purposes of

establishing and conducting a home or homes for giving shelter and protection, boarding and lodging, clothing and education including religious education to poor and destitute and friendless and homeless female children and female waifs. The Anjuman shall have power to admit pay inmates to such home or homes provided that no poor and destitute child is thereby excluded. The Anjuman shall carry out the directions of this scheme conform to such rules, and regulations or conditions as may be necessary to enable the Anjuman to secure grant-in-aid for the home or homes.

5. The Anjuman shall keep the funds represented by the said securities and cash invested in any form of investments authorised for the time being for the investment of trust funds and the Anjuman may from time to time vary such investments into other of the like nature.

6. Proper accounts of the said investment and of the management of the said home or homes shall be kept and made up every year and two hundred printed copies of a summary of such accounts shall be distributed to leading members of the community.

7. Within the limits prescribed by this Scheme the Anjuman shall have power to make regulations for the management of the said home or homes including appointment and removal of superintendents servants and other employees.

8. All securities and cash forming part of the Trust Fund shall stand in the name of the Anjuman and may in the exercise of the Anjuman's discretion be deposited for safe custody and collection of interest with the State Bank of India or the Bank of India Ltd., or the Central Bank of India Ltd. All moneys received by the Anjuman on account of such Trust Fund shall be deposited forthwith on receipt thereof in the State Bank of India or the Bank of India Ltd., or the Central Bank of India Ltd., to the credit of an account to be opened to the name of the Anjuman provided that the Anjuman may retain at the premises of the Trust a sum sufficient to meet all current expenses.

9. The Anjuman shall not sell, mortgage, charge or lease any property hereby vested in the Anjuman except with the prior sanction of the Charity Commissioner and as regards any such property the office bearers of the Anjuman shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts, repairs and default and for the due administration of such property in the same manner and to the same extent as they would as such office bearers have been if no corporation had been effected and the incorporation of the Anjuman shall not diminish or impair any control or authority exercisable by the court or by the Charity Commissioner over such office bearers but they shall as regards any such property be subject

* Amendment made vide Bombay City Civil Suit No. 1372 of 1963

jointly and separately to such control or authority as if the Anjuman were not incorporated. In this clause the expression "office bearers" will include members of the General Council of all the Board and any Committee thereof respectively and of the Executive and Finance Committee.

FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of Foars land since redeemed with the message venement or dwelling house standing thereon situate at and fronting the Gorupdeo and Chinchpokly Road without the Fort of Bombay in the Registration District and Sub-District of Bombay containing by admeasurement Four thousand six hundred and sixty-nine square yards or thereabouts bearing Collector's New Nos. 13810 and 59931, New Survey No. 13131 and Cadastral Survey No. 765 (Mazagaon Division) and bounded as follows :- that is to say, on or towards the East by the property of Edulji Sorabji Powwalla on or towards the West by Chinchpokly Road on or towards the North by the property of Haji Jan Mahomed Haji Abdul Latiff and on or towards the South by the property of Haji Abdul Shekooor and assessed by the assessor and collector of Municipal Rates and Taxes under 'E' ward No. 8183 Street No. 11.

SECOND SCHEDULE

List of Securities

Names in which the Securities stand	Loan	Numbers	Amount
1. Jehangir Sohrab Bharcha, B.A.P.	3% Con. 1964	EY 10573	Rs. 2,12,900
Abdul Shakoor Haji Rahmtulla	3% 1951-54 Stock	HX 2594 131700	Rs. 31,700
Khan Bahadur Abdul Rehman Faheer, J.P.	4% 1960-70 Stock	HX 3371 15000	Rs. 5,000
Sardar Sir Suleman Cassim Miha, ICI; C.I.E. J.P.	6% B.M.D. 160 L.L.Rep. 1954 June	03470 19000	Rs. 9,000
Cassimally Dawoodbhoj (Decd.) and Abdullahal Adamji Jasdaranwalla J.P. A/c. General	P.O. 12 Yr. Natl. Sav Certs. 3% Con. 1946	NSFO 0400245 2500 BX 082856 11000	Rs. 10,000 1,000
2. Do M.F.A.A.C.	3% Con. 1946 Stock	EY 10576 16500	Rs. 1,69,600
3. Cash in the Bank	4% B.P.T. 1913 3% 2nd vic. Stock 1959-61	HX 1304 11700 18975 12000	Rs. 2,000 1,700 6,500
4. Furniture etc.	Rep. 1974		Rs. 10,200

List of Furniture and Utensils of
Abdulla Dawood Bawla Home

8 Stools (small size)	11 Benches
13 Tables (small and large size)	11 Stands i.e. wooden shelves
4 Meat safes	3 Wooden shelves (large size)
4 Dressing tables	12 Chairs
5 Stools (big)	15 Cupboards
29 Desks	4 Big Benches
2 Wooden boxes	1 Wooden stand or palm stand
45 Cots	1 Sewing machine (not in good condition)

Utensils

1 Brass tub for water with tap and	2 Big things.
7 Dozen mugs and 2 basins	7 Dozen Katuras
2 Tiffin Carriers	4 Buckets
1 Big Kettle	4 Big Mugs
Tar Sikas	7 Dozen plates and 2 Nickle spoons
Tin Lotas	Thikoo
Chipio	Chimtu
Bale and Patle	Tawathe
3 Big Copper Handles	1 Small Handa with cover
1 Big Calendar	3 Big spoons
1 Frying pan	3 Kawgirs
3 Kunchas	2 Copper Lotas
2 Kuligirs	4 Tiffin boxes
1 Sieve for straining vegetable	1 Big thala
2 Kurachle	3 Copper lotas
1 Big Jug	2 Sieves for straining tea
3 Tins for storing rations	6 Big and small earthen pots
1 Measure of 1 seer	2 Measures of grains of 2 seers
2 Tubs	5 Earthen mutkas
6 Buckets	2 Aluminium Kalstes
1 Copper Kalsie	1 Aluminium Kettle
1 Copper Handa	1 Grinding Stone

SCHEDULE "B"

Herein above referred to

ALL THAT piece or parcel of Foras land since redeemed with the message tenement or dwelling house standing thereon situate at and fronting the Gorpudeo and Chinchpokly Road without the Fort of Bombay in the Registration District and Sub-district of Bombay containing by admeasurement Four thousand six hundred and sixth-nine square yards or thereabouts bearing collectors new nos. 13810 and 13995. New Survey No. 13131 and Cadastral Survey No. 765 (Mazagon Division) and bounded as follows, that is to say on or towards the East by the property of Edulji Sorabji Powwalle on or towards the West by Chinchpokly Road on or towards the North by the property of Haji Jan Mahomed Haji Abdul Latiff and on or towards and South by the property of Haji Abdul Shakoer and assessed by the Assessor and Collector of Municipal Rates and Taxes under E Ward No. 8183 and Street No. 11.

ANJUMAN-I-ISLAM CHARITIES FOR EDUCATION
AND SOCIAL ADVANCEMENT OF WOMEN

For Registrar.

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

Suit No. 3288 of 1969

Coram : His Honour Judge SURESH

26th August 1969.

1. Anjuman-i-Islam, a Company Incorporated under the Indian Companies Act, 1913, and having its registered office at 92, Dr. Dadabhooy Naoroji Road, Bombay-1.
2. A. A. Peerbhoy, Indian Inhabitant, residing at "Advent" Foreshore Road, Bombay
3. S. S. Desnavi also Indian Inhabitant, residing at Saboo Siddik Polytechnic, Shepherd Road, Byculla, Bombay
4. K. Ziauddin also Indian Inhabitant, residing at Lady Jamshedji Road, Mahim, Bombay-15.

Plaintiffs.

Versus

The Charity Commissioner for Greater Bombay, having his office in Bank of India Building, Mahatma Gandhi Road, Bombay-1

Defendant

Fixed Court fee of Rs. 30-

The plaintiffs pray that the Scheme Ex. "A" to the Plaintiff is amended in the manner set out in the Schedule Ex. "C" to the Plaintiff and if necessary with such modification as to this Honourable Court may appear just and proper and that a separate Scheme as set out in Ex. "B" to the Plaintiff be framed in respect of the two charities viz : Anjuman-i-Islam Girls' High School and Anjuman-i-Islam Mahim Girls' School and if necessary with such modifications as to this Honourable Court may appear just and proper and for costs of this suit and for such further and other reliefs and the suit being this day called on for hearing and final disposal, the plaintiffs and the defendants appearing by the respective Advocates and upon hearing Advocates THIS COURT DOETH ORDER that the Scheme Ex. "A" to the Plaintiff and more particularly described in Schedule "A" hereto be amended and modified in the manner set out in the Ex. "C" to the Plaintiff and more particularly described in the Schedule

"C" hereto AND THIS COURT DOETH FURTHER ORDER that the separate Scheme as set out in Ex. "B" to the Plaint and more particularly described in Schedule Ex. "B" hereto in respect of the two Charities viz : Anjuman-i-Islam Girls' High School and Anjuman-i-Islam Mahim Girls' School be and the same is Hereby sanctioned AND THIS COURT DOETH FURTHER ORDER that the costs of the plaintiffs viz : Rupees One hundred and fifty nine and as well of the Charity Commissioner's viz : Rupees One hundred and twenty seven do come out of the Trust estate.

Dated this twenty-sixth day of August one thousand nine hundred and sixty nine.

SEAL

Sd. K. R. Koil

By the Court

Sd. V. K. Kulkarni
8.1.70

Registrar.

Sealer

This 8th day of January 1970

BILL OF COSTS.

	Plaintiffs Rs. Ps.	Defendents Rs. Ps.
Institution Fee	20-00	
Vakalatnama	2-00	2-00
Processes fee on Letter of Request	2-00	
Advocate's fee	125-00	125-00
Total	159-00	127-00

Scheme for the management and administration of the Charities known as "Anjuman-i-Islam Charities for Education and Social Advancement of Women".

1. The trust estate appertaining to the Charities mentioned in the 1st column of the Schedule hereto and consisting of the movable and immovable properties described in the second column of the said Schedule shall vest in the Anjuman-i-Islam, a Company incorporated under the Indian Companies Act, 1913 as the sole trustee of the said Charities upon trust and, for the objects mentioned in Clause No. 4 hereunder. The Anjuman-i-Islam is hereafter called the Anjuman and the schedule is called the schedule.

2. New charities for the objects mentioned in Clause 4 hereof may be added to the list of charities mentioned in the schedule.

3. The charities administered under this scheme shall be known collectively as "the Anjuman-i-Islam Charities for Educational and Social Advancement of Women and Children" and individually by the names set out in the first column of the scheme.

4. The objects of the Charities shall be :

(a) to manage and administer the two girls high schools mentioned in the Schedule for imparting education to Muslim girls with liberty to the Anjuman to admit girls of other communities.

(b) to establish and manage new girls schools for the aforesaid objects.

(c) to establish and manage Girls' Hostels for providing residential accommodation to girls students (preference being given to Muslim girls).

(d) to establish and manage institutions like Girls' Orphanages, medical dispensaries for women and hospitals for women with a view to provide relief to needy women. Preference being given to Muslim women.

(e) to engage in activities for the social advancement of women in general and Muslim women in particular.

(f) to give scholarships and/or free books and/or other monetary assistance to needy and deserving girl students, preference being given to Muslim girl students.

(g) to help any other social or educational institutions established for the benefit or advancement of women and children by giving donations or subscriptions in money or kind to such institutions.

5. The Anjuman shall, in carrying out the objects of these charities, conform to such rules, regulations or conditions as may be necessary to enable the Anjuman to secure grants-in-aid from the Government for the Charities.

6. The Anjuman shall invest and keep invested the trust estate appertaining to the said charities in their present state or investment or in any investment authorised by S. 35 of the Bombay Public Trust Act, 1950 or any statutory amendment or modifications thereof for the time being in force. The Anjuman may at any time and from time to time vary any of such investments for others of a like nature. The Anjuman shall have power to place at fixed deposit such part of the unexpended income of the trust estate as may from time to time be in its hands with any one or more of the banks specified in Clause 9 hereof. The Anjuman shall have power to invest the trust estate also in the purchase of immovable properties of a freehold tenure or a leasehold tenure the unexpired residue of the period whereof is not less than 60 years.

7. Proper accounts of the trust estate shall be kept. Such accounts shall be made up each year and after the end of each year the Anjuman shall have the accounts audited and certified by a qualified auditor who will be appointed and whose remunerations shall be fixed by the Anjuman at its Annual General Meeting.

8. The audited accounts and annual Report on the management of the said Charities shall be circulated amongst the members of the Anjuman.

9. One or more banking accounts for the purpose of the said charities shall be opened and kept with any scheduled Bank or any other bank or banks on the approved list of the Charity Commissioner. Every sum of money received on account of the said charities shall be forthwith paid to the credit of such account or accounts.

10. The Securities belonging to the said Charities shall be kept in the name of the Anjuman and shall be deposited for safe custody with the bank or banks in which the banking accounts of the respective charities shall for the time being have been opened. The Anjuman shall give a power of attorney or powers of attorney to the said bank or banks giving them authority to collect the interest from time to time accruing thereon and to credit the amount thereof to the said banking account or accounts and to renew, convert and redeem the said securities and reinvest the proceeds thereof as and when necessary.

11. (a) When the trust estate consists of lands, buildings furniture or equipment which are being specifically applied to and used for the respective objects of the charity to which it appertains and which are not fetching any rent or income, the Anjuman may continue to apply and use the same for the same respective objects provided that when tenure on which any such lands or buildings are

held so permits, the Anjuman shall have power at any time and from time to time to let out such lands and buildings instead of applying them to and using them for the said objects and to apply the rent or income so received in the manner mentioned in Sub-Clause (b).

(b) When trust estate consists of lands and buildings not being specifically applied to or used for the respective objects of the charity or which in future may be let out and where the trust estate consists of investment authorised by S. 35 of the Bombay Public Trust Act, 1950, the Anjuman shall receive and receive the rents or income thereof and pay thereon and deduct therefrom:

- (i) in the first place the costs charges and expenses of and incidental to the management and administration thereof and the taxes and outgoing in respect thereof including insurance premia and cost of current repairs and,
- (ii) in the next place when the trust estate consists of lands and building such sum as may be necessary to be set apart for a depreciation fund and apply the balance of the said rents interest and income for the respective objects of the charities to which they pertain.

(c) The Anjuman will have power to alter the educational work being done in any of the schools mentioned in the schedule and for the purpose may convert any of the schools into vocational schools or into colleges or institutions of some other kind and may also reduce the size of any of the said schools or colleges or any of them.

12. In managing and conducting the said charities the Anjuman shall duly observe and perform the terms and conditions provisions of any grant or donation made by the Government, the Municipality or any other public body or by any donor and the terms conditions and provisions of any lease trust or other agreement relating to the said charities.

13. Where there is a surplus of the income of any trust after the objects and provisions of the trust have been duly carried out, such surplus shall form part of the "Anjuman-I-Islam General Fund for Women & Children's Charities" and may be disposed of as income of the said fund and may be applied for carrying out the objects of any other charities mentioned in this scheme or in carrying out any other object mentioned in clause 4 above.

14. The Anjuman shall have power and authority to sell mortgage charge or lease any immovable property vested in the Anjuman in accordance with the provisions contained in Sec. 36 of the Bombay Public Trust Act, 1950 or any statutory amendment or modification and re-enactment thereof for the time being in force.

15. The office bearers of the Anjuman shall be chargeable only for such property as may come to their hands and which they shall

actually receive and shall be answerable and accountable only for their own respective acts receipts neglects and defaults and for the due administration of such property in the same extent as they would as such office bearers have been if no incorporation had been effected and the incorporation of the Anjuman shall not diminish or impair any control or authority exercisable by the Court or the Charity Commissioner over such office bearers and they shall as regards such property be subject jointly and separately to such control and authority as if the Anjuman were not incorporated. In this expression office bearers shall include members of the General Council, of all the Boards and any Committee thereof respectively and of the Executive and Finance Committee. Subject as aforesaid the office bearers of the Anjuman shall be respectively chargeable only for such property and money as they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts and not for those of one another nor for any person or persons with whom or in whose hands the trust monies be deposited or given nor for any other loss unless the same shall happen through their own wilful default respectively.

16. The Anjuman shall be at liberty to accept either unconditionally or upon such conditions as they may approve of (which shall not be consistent with this scheme) any subscription or donation in money or in kind in aid or for the benefit of the charities comprised in the scheme or for the benefit of one or more of the objects of this scheme and/or to accept and take over the management and administration of any other charitable trust or institution having objects which are the same as or similar to the objects of this scheme and to add such charitable trusts or institution to the schedule to this scheme.

17. The Anjuman may engage a secretary and/or a clerk or any other person or persons for the purpose of collecting the rents and income of the trust properties, writing accounts, keeping minutes, management of the trust properties and doing such work in connection with the administration of the Charities comprised in the scheme as the Anjuman may direct.

18. The Anjuman may from time to time re-imburse itself or pay and discharge out of the trust properties all expenses incurred in or about the execution of the trusts or power under this scheme in or about the execution of the trusts or power under this scheme or any of them. The Anjuman shall also be entitled to allow any office bearers all costs charges and expenses which such office bearer shall or may incur in or about the execution of the said trusts and powers or in relation thereto.

19. Within the limits prescribed by this scheme the Anjuman shall have full power from time to time to make rules and regulations for the management and administration of the trusts and charities comprised in this Scheme and for the conduct of its business including the summoning of meetings, custody of documents, and the appointment of clerks and other employees.

SCHEDULE

Name of Charity :	Properties belonging to Charities
1. Anjuman-i-Islam Girl's High School (Bellasis Road) Bombay	Furniture and equipment in the School premises.
2. Anjuman-i-Islam Mahim Girls' High School.	do

EXHIBIT 'C'

Proposed amendments to the Scheme framed by the High Court, Bombay in Suit No. 451 of 1962 (Advocate General, Bombay V. S. A. M. Kajiji & Ors.) as amended by an Order dated 5th March 1947 in the said Suit for administration and management of Charity known as "Anjuman-i-Islam Charities."

- a) Clause 5 of the above Scheme to be amended as follows :-
After the words "The Bank of India Ltd." in line 4 of the said Clause add the following words :
"or any bank on the approved list of the Banks maintained by the office of the Charity Commissioner".
- b) Clause 11 of the said Scheme be amended as follows :-
Delete the words "as hereby authorised" occurring in line 2 of the said clause and substitute in their place the following words :-
"with the permission of the Charity Commissioner under Sec. 36 of the Bombay Public Trust Act, 1959 or any statutory modification or re-enactment thereof for the time being in force".

- c) Item No. 35 in the Schedule to the said Scheme be amended as follows :-

Add the following words at the end of object (b) in Column 3 of the said Schedule against the same Item No. 35 "or any other charity managed or administered by the Anjuman-i-Islam".

Sd/
V. K. K.
8/1/1970

The 8th day of January 1970

SCHEDULE

Scheme for the management and administration of the
ANJUMAN-I-ISLAM CHARITIES

1. The trust estate appertaining to the charities mentioned in the 1st column of the schedule hereto and consisted of the moveable and immovable property described in the second column of the said schedule shall vest in the Anjuman-i-Islam under the Indian Companies Act 1913 upon the Trusts and for the objects set out in the third column of the said schedule. The Anjuman-i-Islam is hereafter called the Anjuman and the said schedule hereto is called the schedule.
2. The charities administered under this Scheme shall be known collectively as the Anjuman-i-Islam Charities and individually by the names set out in the first column of the schedule.
3. The Anjuman shall invest and keep invested the trust estate appertaining to the said charities in their present state of investment or in any investment, authorised by Sections 20 and 20A of the Indian Trusts Act, 1881. The Anjuman may at any time and from time to time vary any of such investments for others of a like nature. The Anjuman shall have power to place at fixed deposit such part of the unexpended income of the trust estate as may from time to time be in its hands with any one or more of the banks specified in clause 6. The Anjuman shall have power with the previous sanction of the sitting Judge in Chambers obtained after giving notice to the Advocate General to invest the trust estate also in purchase of immovable properties of a free hold tenure or leasehold tenure at a fixed rent the unexpired residue of the period whereof is not less than 20 years.
4. Proper accounts of the trust estate shall be kept. Such accounts should be made up each year and after the end of each year the Anjuman shall have the accounts audited and certified by a qualified auditor who will be appointed and whose remuneration will be fixed by the Anjuman at its Annual General Meeting.
5. The audited accounts and Annual Report on the management of the said charities shall be circulated amongst the members of the Anjuman and a summary thereof published.
6. One or more banking accounts for the purpose of the said charities shall be opened and kept with any of the following Banks, viz. Imperial Bank of India, the National Bank of India Ltd., the Central Bank of India Ltd., and the Bank of India Ltd. for any bank on the approved list of Banks maintained by the office of the Charity Commissioner.* Every sum of money received on account of the said charities shall be forthwith paid to the credit of such account or accounts.

* Added as per para (a) of Exhibit 'C' of the Court Order dated 26th Aug. 1969

7. The securities belonging to the said charities shall be kept in the name of the Anjuman and shall be deposited for safe custody with the bank or banks in which the banking accounts of the respective charities shall for the time being have been opened. The Anjuman shall give a power of attorney or powers of attorney to the said bank or banks giving them authority to collect the interest from time to time accruing due thereon and to credit the amount thereof to the said banking account or accounts and to renew, convert and redeem the said securities and re-invest the proceeds thereof as and when necessary.
8. (a) When the trust estate consists of lands, buildings furniture or equipment which is now being specifically applied to and for the respective objects of the charity to which it appertains and which are not now fetching any rent or income, the Anjuman may continue to apply and use the same for the said respective objects provided that when the tenure on which any such lands or buildings are held so permits the Anjuman shall have power at any time and from time to time to let out such lands and buildings instead of applying them to and using them for the said objects and to apply the rent or income so received in the manner mentioned in sub-clause.
- (b) When the trust estate consists of lands and buildings not now being specifically applied to or used for the respective objects of the charity or which in future may not be so applied or used and which is or in future may be let out and where the trust estate consists of investments authorised by sections 20 and 20A of the Indian Trusts Act 1882, the Anjuman shall recover and receive the rents interest for income thereof and pay thereout and deduct therefrom.
 - (i) in the first place the cost charges and expenses of and incidental to the management and administration thereof and the taxes and outgoings in respect thereof including insurance premia and cost of current repairs and
 - (ii) in the next place when the trust estate consists of lands and buildings such sum as may be necessary to be set apart for a depreciation fund.
- (c) The Anjuman will have power to alter the educational work being done in any of schools mentioned in the schedule and for the purpose may convert any of the schools into vocational schools or into a college or institution of some other kind and may also reduce the size of any of the said schools or close any of them down entirely.

9. In managing and conducting the said charities the Anjuman shall duly observe and perform the covenants and conditions and provisions of any grant of donation made by Government, the Municipality or any other public body or by any donor and the covenants conditions and provisions of any lease, trust or other agreement relating to the said charities and in particular of the following :-

- (a) Lease dated 14th April 1893 from the Secretary of State for India in Council to the trustees of the Anjuman of the immovable property at Esplanade Road.
- (b) Deed of Trust dated 20th November 1906 made between the Secretary of State for India in Council and the trustees of the Anjuman.
- (c) Agreement dated 17th February 1900 between the Anjuman and Haji Mohamed Haji Esmail Sobani and Haji Yusuf Haji Ismail Sobani.

10. Where there is any surplus of the income of any trust after the objects and provisions of the Trust have been duly carried out such surplus shall form part of the income of the Anjuman-I-Islam General Fund and be disposed of as income of the said fund.

11. The Anjuman shall not sell mortgage charge or lease any property hereby vested in the Anjuman except (with the permission of the Charity Commissioner under Sec. 36 of Bombay Public Trust Act, 1950 or any statutory modification or re-enactment thereof for the time being in force)* and as regards any such property the office bearers of the Anjuman shall be chargeable for such property as may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such office bearers have been if no incorporation had been effected and the incorporation of the Anjuman shall not diminish or impair any control or authority exercisable by the Court or by the Advocate General over such office bearers but they shall as regards any such property be subject jointly and separately to such control or authority as if the Anjuman were not incorporated. In this clause the expression office bearers will include members of the General Council of all the Boards and any Committees hereof respectively and of the Executive and Finance Committees.

12. If and whenever the advice or directions of the Court may be found necessary or desirable the Anjuman shall be at liberty to apply to the Sitting Judge in Chambers for his advice or directions. Notice of every such application shall be given to the Advocate General.

* Words "as hereby authorised" deleted and substituted as per para (b) of Exhibit "C" of court Order dated 26th Aug. 1969.

13. If it shall appear that any provision in this scheme requires amendment deletion or addition either for facilitating the management or administration of the Charities or for any other proper reason, the Anjuman may apply to the Sitting Judge in Chambers for such amendment, deletion or addition and the Sitting Judge in Chambers may on such application direct such amendment, deletion or addition. Notice of every such application shall be given to the Advocate General.

SCHEDULE

Name of Charity	Properties belonging to the Charity	Object of Charity
1. The Anjuman-i-Islam High School	1st : Land admeasuring 5,127 square yards with buildings thereon at Hornby Road bearing Cadastral Survey No. 1459 of Fort Division 2ndly : Land admeasuring 1,995 square yards with buildings thereon at Hornby Road bearing Cadastral Survey No. 1460 of Fort Division 3rdly : Furniture and equipment in the school premises	Education of Muslims
2. Ahmed Sailor High School	Furniture and equipment in the school premises	Education of Muslims
3. The Anjuman-i-Islam Abdul Sattar Shuab School	Furniture and equipment in the school premises	Education of Muslims
4. The Anjuman-i-Islam Girls High School	Furniture and equipment in the school premises	Education of Muslims
5. The Anjuman-i-Islam Mahim Girls School	Furniture and equipment in the school premises	Education of Muslims
6. The Anjuman-i-Islam Jan Mahmood Cassum Commercial High School	Furniture and equipment in the school premises	Education of Muslims
7. Anjuman-i-Islam Hajj Ismail School Boarding House	Building standing on land firstly described in item No. 1 above and the furniture, fittings and fixtures therein. Land admeasuring 133 square yards Building thereon at Jackeria Masjid Street bearing Cadastral Survey No. 1125 of Mandvi Division	Boarding House for Muslim students Education of Muslims
8. The Anjuman-i-Islam Hajj Mahmood Hajj Ismail Sobani Trust		

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of the Charity
9. Munshi Mahomed Hassan Makba Fund	A sum of Rs. 250 a year payable annually under a Decd of charge dated 16th April 1923 made between Hon'ble Mr. A. M. Kajji and others of the one part, Munshi Hussain Mahomed Makba of the other part on the property at Sankli Street bearing Cadastral Survey No. 1707 of Byculla Division.	Maintenance and upkeep of the Gymnasium attached to the Anjuman-i-Islam High School
10. The Anjuman-i-Islam Madressa Fund	Bombay Municipality Loan 4 per cent repayable in 1935 of the face value of Rs. 7,500 Bombay Municipal Loan 4 per cent repayable in 1949 of face value of Rs. 10,000 Total Rs. 17,500 Cash Rs. 8,000	The maintenance, upkeep and management of the schools for the time being managed and administered by or belonging to the Anjuman or which may thereafter be established managed or administered by the Anjuman
11. The Anjuman-i-Islam Karim Library	Library situated in the building of the Anjuman-i-Islam High School containing about 9000 volumes together with the cupboards, book shelves, catalogues etc.	Library for all Muslim citizens of Bombay.
12. Justice Badruddin Tyabji Memorial Fund	4 per cent Municipal Debentures of the face value of Rs. 500	Subscribing to news papers and periodicals for the Anjuman-i-Islam Karim Library
13. Sir Adamjee Perbhoy Scholarships	Paris Municipal Loan of 1971 of the face value of Francs 4,000	Scholarships to poor Muslim boys
14. Professor Mirza Hadrat Scholarships	5 per cent loan of 1954-55 of the face value of Rs. 2,400	Scholarship to poor and deserving Muslim Students for college education.

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of Charity
15. Haji Siddik Scholarships	3 per cent loan of 1965 of the face value of Rs. 16,000	Scholarships to Poor Muslim Students who having passed the Matriculation Examination should desire to study further.
	3½ per cent Loan of 1879 of the face value of Rs. 2,000	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 1,500	
	Total .. Rs. 21,900	
	3½ per cent loan of 1954-55 of the face value of Rs. 14,000	
	3½ per cent loan of 1865 of the face value of Rs. 1,800	
16. Haji Shah Mahomed Fund	3½ per cent Loan of 1900/01 of the face value of Rs. 600	For a Gold Medal to the Muslim Girl passing any University Examination preference being given to the girl passing in higher Examination.
	4 per cent Bombay Municipal Debentures of the face value of Rs. 500	
	Total .. Rs. 16,900	
	3½ per cent Loan of 1842/43 of the face value of .. Rs. 2,100	
	3½ per cent Loan of 1854 of the face value of .. Rs. 1,700	
	3½ per cent Loan of 1865 of the face value of Rs. 4,200	
17. Valimahomed Peerimahomed & Dostmahomed Peerimahomed Grant	3½ per cent Loan of 1879 of the face value of Rs. 100	A Scholarship to a Muslim student in the Veterinary College and in the absence of any such scholar to a Muslim boy pursuing scientific or industrial studies
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 5,000	
	Total .. Rs. 13,200	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
18. Sir Lawrence Jenkins Prize	3½ per cent Loan of 1902 of the face value of Rs. 5,000	Maintaining a Muslim student in the Anjuman-i-Islam Sobani Boarding House.
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 300	
	Total .. Rs. 5,300	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,700	
19. Joachim Menant Prize	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A Scholarship for deserving Muslim student for prosecuting for a degree in Scientific, Engineering, Agriculture, Medicine or Forestry, either of Bombay University or any other University in India.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,600	
20. Suleman Abd ul Wahed Veterinary Scholarship.	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A Scholarship to a Muslim student in the Veterinary College and in the absence of any such scholar to a Muslim boy pursuing scientific or industrial studies
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,600	
21. Khatombai Kazi Ebrahim Forbundry Scholarship	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A Scholarship to a Muslim student in the Veterinary College and in the absence of any such scholar to a Muslim boy pursuing scientific or industrial studies
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,600	
22. Sir Rasulkhanji Scholarship	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A Scholarship to a Muslim student in the Veterinary College and in the absence of any such scholar to a Muslim boy pursuing scientific or industrial studies
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,600	

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of charity
17. Valimahomed Peerimahomed & Dostmahomed Peerimahomed Grant	3½ per cent Loan of 1879 of the face value of Rs. 2,500	Supplying books, writing materials etc. to poor boys studying in schools managed or conducted by the Anjuman.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 300	
18. Sir Lawrence Jenkins Prize	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A prize annually in the name of Sir Lawrence Jenkins to the students of the Anjuman-i-Islam High School who shall pass the matriculation Examination with the highest number of marks in English.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 300	
19. Joachim Menant Prize	3½ per cent Loan of 1879 of the face value of Rs. 2,500	Prize annually to a student of the Anjuman-i-Islam High School.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 300	
20. Suleman Abd ul Wahed Veterinary Scholarship.	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A scholarship to a Muslim student in the Veterinary College and in the absence of any such scholar to a Muslim boy pursuing scientific or industrial studies
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 300	
21. Khatombai Kazi Ebrahim Forbundry Scholarship	3½ per cent Loan of 1879 of the face value of Rs. 2,500	Maintaining a Muslim student in the Anjuman-i-Islam Sobani Boarding House.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,700	
22. Sir Rasulkhanji Scholarship	3½ per cent Loan of 1879 of the face value of Rs. 2,500	A Scholarship for deserving Muslim student for prosecuting for a degree in Scientific, Engineering, Agriculture, Medicine or Forestry, either of Bombay University or any other University in India.
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	Total .. Rs. 2,600	
	3½ per cent Loan of 1879 of the face value of .. Rs. 100	
	3½ per cent Loan of 1900/01 of the face value of .. Rs. 100	
	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 3,700	

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of Charity
23. Sir Currimbhoy Ebrahim Baronet Scholarship	4 per cent Bombay Municipal Debentures of the face value of Rs. 9,000	Scholarship to two deserving Muslim students who are receiving industrial or Commercial training.
24. Haji Suleman Abdul Wahed Scholarship	4 per cent Bombay Municipal Debentures of the face value of Rs. 9,000	Six scholarships for Muslim Students.
25. Kazi Kabiruddin Scholarship	4 per cent Bombay Improvement Trust Loan of 1905 of the face value of Rs. 2,000 4 per cent Bombay Municipal Debentures of face value of Rs. 4,000 Total .. Rs. 6,000	1) Three Scholarships to the Muslim students studying in any of the schools managed or conducted by the Anjuman 2) One Scholarships to a deserving Muslim student receiving Industrial or commercial training.
26. Mufvi Abdulla Ahmed Scholarship	4 per cent Bombay Improvement Trust Loan of 1903 of the face value of Rs. 6,000	A Scholarship to Muslim Student studying in the schools managed and conducted by the Anjuman.
27. Abdullabhoj Laljee Scholarship	3½ per cent Loan 1900/01 of the face value of Rs. 1,300	To supplying needy Muslim Students of Schools managed or conducted by the Anjuman with necessary class books. Balance of income for a scholarship to needy student of the said schools.
28. Hindu-Mohamedan Joint Relief Fund Scholarship	3½ Per cent Loan 1900/01 of face value of Rs. 4,000	Scholarship to deserving Muslim students studying in the schools managed or conducted by the Anjuman.

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of the Charity
29. Haji Hasham Ahmed & H.A.H. Hasham Dada Petty Scholarships,	3½ per cent Loan of the face value of Rs. 29,000.	Maintenance and up-keep of schools and Boarding House for the time being conducted or managed by the Anjuman and for Petty Scholarship to poor Muslim students attending the said school.
30. Shaikh Mian Jan Subedar Scholarship.	4 per cent Bombay Improvement Trust Loan of 1902 of the face value of Rs. 1,500	A Scholarship to a Muslim students studying in any of the school managed and administered under this scheme and residing in the Anjuman-Islam Hajj Ismail Sobani Boarding House to be applied towards the Boarding charges in the Boarding House.
31. Ibrahim Mahomed Sayani Scholarship	3½ per cent Loan of 1842-43 of the face value of Rs. 4,200	a) 2 Scholarships to Muslim Students of Broach and Kaifa District for College Education. b) In default to any Muslim Student.
32. Ahmed Sallor Trust	4 percent Government of India Loan of 1955-60 of the face value of Rs. 37,200 6 per cent Bombay Improvement Trust Loan of the 1930 of the face value of Rs. 1,50,000 3½ per cent Loan of 1900/0 of face value of Rs. 85,000 Total .. Rs. 2,72,200	1) The Accounts of the Trust will be headed in the books and published in the accounts and referred to in the reports of the "Haji Ahmed Sallor Trust." 2) The trust fund will be divided into two equal moieties : (b) Ahmed Sallor School Fund (a) Ahmed Sallor Scholarship Fund

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of Charity
		<p>3) The net income of the Scholarship fund will be annually spent or free boardership to poor Muslim boys of the Sunni community attending the schools conducted by or owned by the Anjuman, provided that if there are no schools conducted by or owned by the Anjuman the Anjuman may in its discretion give scholarships to poor Muslim boys of the Sunni Community studying elsewhere.</p> <p>4) The school fund or a part thereof may at the discretion of the Anjuman be invested in the purchase or construction of a suitable building in a part of which the Ahmed Sallor High School will be housed free of charge.</p> <p>5) The name of Ahmed Sallor will be associated with the said building.</p> <p>6) (a) The income of the school fund and/or income from the said building mentioned in clause (4) thereof shall be spent on the schools conducted and managed by the Anjuman provided that the</p>

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of Charity
		<p>portion of Sunni Muslim Students studying in the said schools is not less than 80 per cent of the total number of students.</p> <p>(b) In the event of the said schools being reduced the contribution from the income of the said School fund shall be reduced in proportion</p> <p>Provided always that after a period of 5 years from the 12th February, 1936 the male descendants of Ahmed Sallor shall be at liberty to apply to the Judge in Chambers on notice to the Advocate General and to the Anjuman that the said income should be applied in a manner which would in view OF THE CIRCUMSTANCES existing at the end of the said period better carry out the wishes of the settlor viz to apply the income of the said fund for the maintenance and Education of poor Muslim boys of the Sunni Community</p>
		<p>Prizes to students of Primary Classes of the Schools managed and conducted under this scheme.</p>
		<p>33. Professor Rehatsek Memorial Fund.</p>
		<p>Rs. 2,273-4-0</p>

SCHEDULE—Contd.

Name of Charity	Properties belonging to the Charity	Object of Charity
34. Siddik Bagh Donation Fund.	<p>3½ per cent G. P. Notes of the face value of Rs. 29,900</p> <p>3½ per cent Loan 1842-43 of face value of Rs. 13,600</p> <p>3½ per cent Loan 1854-55 of the face value of Rs. 1,000</p> <p>3½ per cent Loan of 1865 of the face value of Rs. 10,500</p> <p>3½ per cent Loan 1879 of the face value of Rs. 1,000</p> <p>3½ per cent Loan 1900-01 of the face value of Rs. 100</p> <p style="text-align: right;">Total Rs. 56,000</p> <p>4 per cent Bombay Port Trust Bonds of the face value of Rs. 27,630</p> <p>4 per cent Bombay Port Trust Bonds of unregistered 1904 of the face value of Rs. 6,000</p> <p>4 per cent Bombay Port Trust Bonds 1927 repayable in 1963 of the face value of Rs. 4,000</p> <p>City of Bombay Improvement Trust 4 per cent Loan 1962 Rs. 13,000</p> <p>City of Bombay Improvement Trust 4 per cent Loan 1963 Rs. 7,000</p> <p style="text-align: right;">Total Rs. 1,13,000</p>	<p>The maintenance and up keep of the schools a Boarding House for the time being managed and conducted by the Anjuman.</p>

Name of the Charity	Properties belonging to the Charity	Object of Charity
35. The Anjuman-Islam General Fund.	<p>3 per cent G. P. Notes of the face value of Rs. 2,700</p> <p>3½ per cent G. P. Notes of the face value of Rs. 5,700</p> <p>4½ per cent Bombay Port Trust Bonds of the face value of Rs. 4,900</p> <p>4 per cent Bombay Municipal Debentures of the face value of Rs. 3,100</p> <p>4 per cent Bombay Improvement Trust Loan of the face value of Rs. 100</p> <p style="text-align: right;">Rs. 18,500</p> <p style="text-align: right;">Rs. 1,500</p> <p style="text-align: right;">Rs. 18,000</p> <p>Cash</p>	<p>(a) the maintenance up keep of the schools and boarding house managed by the Anjuman.</p> <p>(b) To meet the deficit in the working of any of the Abje-man-Islam Charities</p> <p>(c) Scholarship to Muslim students.</p> <p>(d) Financial aid or in kind to poor Muslim or to charitable institutions for the benefit of Muslims</p> <p>(For any other charity managed or administered by the Anjuman-Islam)</p>

* Words added by per para (C) of the Exhibit 'C' of Court Order dated 26th August 1960.

EXHIBIT 'C'

Proposed Amendments to the scheme framed by the High Court, Bombay in Sult No. 431 of 1952 (Advocate General Bombay Vs. A. M. Kajji & Ors.) as amended by an Order dated 5th March, 1947 in the said Suit for administration and management of Charity Known as "Anjuman-i-Islam Charities."

a) Clause 6 for the above Scheme to be amended as follows :—
After the words "The Bank of India Ltd." in line 4 of the said Clause add the following words :

"or any bank on the approved list of the banks maintained by the office of the Charity Commissioner."

b) Clause 11 of the said Scheme be amended as follows :—
Delete the words "as hereby authorised" occurring in line 2 of the said Clause and substitute in their place the following words :—
"With the permission of the Charity Commissioner under Sec. 36 of the Bombay Public Trust Act, 1950 or any statutory modification or re-enactment thereof for the time being in force."

c) Item No. 35 in the schedule to the said Scheme be amended as follows :—

Add the following words at the end of object (b) in column 3 of the said schedule against the same Item No. 35 :—

"or any other charity managed or administered by the Anjuman-i-Islam."

Sd/-

V. K. M.

8/1/1970

Typed by : G. S. Deoji

Compared by : Prabhu

8-12-69

This 8th days of January 1970.

Extracts of ISLAMIC AND ARABIC STUDIES TRUST
IN THE NAME OF ALLAH THE COMPASSIONATE, THE MERCIFUL

Peace be on Prophet Mohammed and His Descendants.

THIS INDENTURE OF TRUST made this 19th day of August in the year One thousand Nine Hundred Seventy-seven BETWEEN His Holiness Dr. Syedna Mohammed Burhanuddin Saheb 52nd Dai-el-Fatemi and Head of the Dawoodi Bohra Muslim Sect and the Association of Anjuman-i-Islam hereinafter called "The Settlers" (which expression unless repugnant to the context or meaning thereof shall mean and include His Holiness Dr. Syedna Mohammed Burhanuddin Saheb, his successors-in-office of Dai-el-Mutlaq executors and assigns and the Association of Anjuman-i-Islam its successors and assigns) of the one part AND (1) Yusubhu Najmuddin, (2) Abbasbhai Fakhruddin, (3) Qaidjoherbhai Ezzuddin, (4) Col. Bsheerhusain Zaidi, (5) Moimuddin Burchansaheb Harris, (6) Abdul Kadir Hafizka, (7) Mustafa Fakhir and (8) Abdul Majeed Patka, all of Bombay hereinafter called the "The Trustees" of the other part.

WHEREAS

His late Holiness Dr. Syedna Taher Saifuddin Saheb was the 51st Dai-el-Fatemi and Head of the Dawoodi Bohra Community and presided over its destiny for 53 long years. He pursued the goal of learning and knowledge with a passionate zeal a rare dedication. A scholar, and acknowledged master of the Arabic language and its subtleties, during his lifetime he created and set up countless grants, scholarships, donations and trusts for the advancement of learning and propagation of knowledge. In a special way, his intellectual love was showered on the Aligarh Muslim University of which he remained a Chancellor for five consecutive terms.

His Holiness Dr. Syedna Mohammed Burhanuddin Saheb (hereinafter referred to as "His Holiness") is the son of His late Holiness Dr. Syedna Taher Saifuddin Saheb and his successors in office. As a token of the eternal gratitude of the Dawoodi Bohra sect to their revered departed late leader "His Holiness" caused to have built over his earthly resting place a Mausoleum fondly known as Raudat Tahera, which was formally declared open by Shri Fakhruddin Ali Ahmed, the then President of India on 19th April, 1975.

The Association of Anjuman-i-Islam, Bombay is an Association that was established to foster, promote, conduct, manage education and educational institutions for the Muslim of Bombay in particular and which Association of Anjuman-i-Islam celebrated its centenary in the year of 1975/1976.

"His Holiness" to mark the centenary of the Association of Anjuman-i-Islam and the opening of Raudat Tahera and in fulfilment of his desire to commemorate both these historic events, resolved to donate a sum of Rs. 21 lakhs (rupees twenty-one lakhs) earmarked for the establishment in Bombay of an Academy of Islamic and Arabic studies on terms and conditions to be mutually agreed upon between "His Holiness" and the Association of Anjuman-i-Islam and the announcement of "His Holiness'" intention and donation was graciously made on his behalf by Shri Fakhruddin Ali Ahmed, the then President of India.

The Academy of Islamic and Arabic Studies is intended to bring about a re-orientation of Islamic and Arabic studies and shall be of an academic character devoted to teaching, study and research in the different aspects of Islam, religious and spiritual, historical, cultural, literary, philosophical and scientific, economic and social, taking into account the development of thought and movements at different times in countries inhabited by Muslims, their impact on others and the Arabic language and literature, its development at different periods and the expression therein of modern thought and new knowledge and foster the unity of Muslims through Islam provided that any activity which may in any manner whatsoever tend to raise religious or sectarian controversy or disharmony shall be scrupulously eschewed.

In pursuance of which intention and declaration "His Holiness" and The Association of Anjuman-i-Islam resolved that a Trust be set up to be known as "The Academy of Islamic and Arabic Studies Trust".

In the premises "His Holiness" has before the execution of these presents paid, transferred and handed over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand) to serve as a nucleus of the Trust Fund; in respect of the said Trust.

It is the desire and belief of the "Settlers" that to promote the objects of the Trust the Corpus of the Trust Fund of the said Trust should be of a very large amount and that the Trust may be further augmented from time to time;

The Trustees being the parties of the other part to these presents have agreed to be the First Trustees of THESE PRESENTS and to accept the trusts UNDER THESE PRESENTS as testified by their being parties to and executing the same;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In these presents unless there is anything repugnant to the subject or context the following expressions shall mean and include as under :

- (a) "Settlers" shall mean His Holiness Dr. Syedna Mohammed Burhanuddin Sahab Dai-el-Fatemi and Head of the Dawoodi Bohra Muslim sect and the Association of the Anjuman-i-Islam incorporated under the Indian Companies Act, 1930.
- (b) "His Holiness" shall mean His Holiness Dr. Syedna Mohammed Burhanuddin Sahab 52nd Dai-el-Fatemi and Head of the Dawoodi Bohra Muslim sect and his successors in office from time to time.
- (c) "Trust" shall mean the Academy of Islamic and Arabic Studies Trust.

(d) "Trustees" shall mean and include the Trustees for the time being in office of THESE PRESENTS being the trustees of the Academy of Islamic and Arabic Studies Trust and the survivors or survivor and the heirs, executors, administrators and assigns of the last survivor of such trustees.

(e) "Trust Funds" shall mean and include the sum of Rupees Ten Thousand (Rs. 10,000), donated by "His Holiness" and such other sum or sums of money properties and assets as may be added to the Trust Funds created and set up by these presents.

(f) "Trust Income" shall mean the income derived or earned by the investment of Trust Funds.

(g) "Rules and Regulations" shall mean the Rules and Regulations prescribed under these presents and for the time being in force or as may from time to time be made modified amended altered or substituted in accordance with these presents.

And words importing the singular number only shall include the plural number and vice versa.

Words importing masculine gender only shall include the feminine gender. Any words importing persons shall include corporations.

2. The Trusts created by these presents and the institution representing the same shall be known as "the Academy of Islamic and Arabic Studies Trust"

3. The Trust is established for the following public charitable purposes and its benefits shall be open to all without regard to caste, colour or creed.

(a) To establish a fully autonomous Academy of Islamic and Arabic Studies and to maintain and to support the same. The Academy shall be devoted to teaching study and research in :

- (i) the different aspects of Islam, religious and spiritual historical, cultural, literary, philosophical and scientific, economic and social, taking into account the development of thought and movements at different times in respect of any one of the above in the countries inhabited by Muslims and their impact on others;
- (ii) the Arabic language and literature its development at different periods and the expression in it of modern thought and new knowledge in respect of any of the above.

(b) The advancement and propagation of education and learning in consonance with the objects and purposes abovementioned including the establishment and maintenance and support of educational institutions professorships lecturerships and prizes in relation thereto.

(c) The advancement of any other object of general public utility not involving the carrying on of any activity for profit PROVIDED that the income or corpus of the Trust shall be applied for such charitable purposes only in India.

4. Without prejudice to the above objects and auxiliary to them the Trustees shall have the following powers to be exercised solely for the public charitable purposes of the Trust.

(a) solicit, obtain or accept subscriptions, donations, grants, gifts, bequests of money and all kinds of property movable and immovable either unconditionally or any special terms and conditions or on Trusts not being inconsistent with the objects of the 'Trust', as the Trustees may think fit.

(b) give financial and other assistance to needy persons including libraries, public halls, prayer halls and the like in any part of India;

(c) acquire by purchase, lease or otherwise, lands, buildings, play-grounds, parks and property movable or immovable in any part of India to carry out all or any of the objects of the Trust;

(d) construct, maintain, repair, extend, alter or enlarge any land, building, playground and park or any other immovable property belonging to or held by the Trust;

(e) borrow moneys without any security or on security of the Trust Funds on such terms and conditions as the Trustees may deem fit;

(f) to guarantee the performance of any contract or obligation and the payment of money of or by any person or company and generally to give guarantee and indemnity;

(g) Sell, transfer, exchange, mortgage, charge, lease, rent out, convert properties and securities, dispose of or otherwise deal with any property or properties belonging to the Trust and at the disposal of the Trustees;

(h) invest and deal with the moneys of the Trust in such manner and in conformity with Shariat as may from time to time be determined by the Trustees;

(i) pay out of Funds belonging to the Trust or out of any particular part of such funds all expenses incidental to the functions of the Trust and management and administration of the institutions and activities of the Trust;

(j) procure the services of workers, teachers, employees and others either for remuneration in cash or kind or gratuitously in any honorary capacity;

(k) terminate or dispense with the services of workers, teachers, employees or others engaged by the Trust;

(l) draw, make, accept, endorse and negotiate instruments, cheques, hundies, promissory notes or other negotiable instruments for the purpose of the Trust;

(m) establish, maintain, conduct, run, manage, administer, encourage or promote anywhere in India schools, colleges, other educational institutions and classes, hospitals, dispensaries and convalescence homes;

(n) print, publish and exhibit any books, pamphlets, magazines and periodicals which may be considered desirable for the promotion or carrying out of the objects of the Trust;

(o) establish, maintain, conduct, manage, assist, encourage and promote anywhere in India, institutions for undertaking or promoting scientific research in any field whatsoever;

(p) generally do and execute all such acts, deeds, matters and things as may be conducive to or considered necessary or advisable for achieving the objects of the Trust or any of them;

PROVIDED that none of the powers hereinabove enumerated shall restrict the powers of the Trustees to carry out the aforesaid objects as amply and in an effectual a manner as is permissible in law.

5. (a) The number of Trustees of these presents shall not be more than nine including the Chairman. The Trustees being parties hereto of the other part shall be the first Trustees of these presents. Of the nine Trustees four Trustees shall be nominated by His Holiness and four Trustees shall be nominated by "The President of the Association of Anjuman-i-Islam". The eight Trustees shall unanimously co-opt for five years an eminent person to be the ninth Trustee.

(b) The Board of Trustees comprising of nine members shall appoint one of them to act as Chairman of the Board of Trustees. Such appointment shall be for such period not

exceeding five years and on such terms and conditions (subject otherwise to the terms of these presents) as the Trustees may consider proper from time to time. The Trustees shall be at liberty to remove any Trustee from his office of Chairman and to appoint another Trustee as Chairman from time to time.

(c) Subject to the provisions of sub-clause (a) the term of office of the Trustees appointed by or under these presents shall be not more than five years unless their term is extended by reappointment at the end of their term as Trustees. The Trustees' term of office shall be reckoned from the date of these presents and for the subsequent terms from the date next after the last date of the preceding term of five years, so that the term of all the Trustees whensoever appointed shall expire and all the Trustees shall retire simultaneously.

PROVIDED however that the Trustees shall continue to act as Trustees until all the nine Trustees are appointed or the retiring Trustees are appointed.

(d) At the expiration of every period of five years "His Holiness" and "The President of the Association of Anjuman-i-Islam" shall be entitled in accordance with sub-clause (a) of this clause to appoint new Trustees in place of the retiring Trustees. The ninth Trustees shall be appointed in accordance with the provisions of sub-

(e) Subject to the provisions of sub-clause (a) and (b) hereof the office of a Trustee shall be vacated when the Trustee's term of office expires or when he dies or retires or becomes bankrupt or is declared an insolvent or is held guilty of an offence involving moral turpitude or when he refuses or neglects to act as a Trustee or who otherwise becomes incapable to act in the Trust of these presents. Any vacancy resulting in the office of the Trustees for any of the aforesaid reasons may be filled by "His Holiness" and/or "The President of the Association of the Anjuman-i-Islam" and/or the Board of Trustees in accordance with sub-clause (a) of this Clause. Any person appointed under the present sub-clause shall hold office only upto the expiration of the period of five years during which he is appointed a Trustee.

(f) At the expiration of every period of five years, preferably in the first week of January of the fifth year, "His Holiness" and "The President of the Association of Anjuman-i-Islam" shall be entitled, in accordance with sub-clause (a) of this Clause, to appoint new Trustees in place of the retiring Trustees. Thereafter, a meeting of the eight new Trustees shall be convened and they shall unanimously co-opt for five years an eminent person to be the ninth Trustee.

(g) Upon any appointment or reappointment of a Trustee, as aforesaid the Trust Funds shall in so far as may be necessary or be required to be transferred so that the same may stand in the names of the Trustees for the time being or such of them (but not in the names of less than three Trustees in any event) as the Trustees may consider proper and every such reappointed new or additional Trustees may, whether the Trust Funds shall have been transferred to his name or not, act or assist in the execution of the trusts and powers of these presents and shall have the same powers, authorities and discretions as if he had been originally appointed a Trustee of these presents.

(h) without prejudice to any other provisions of law a Trustee of these presents shall stand discharged from his office of Trustee on his retiring at the expiration of his term or on his tendering his resignation of his office and on the same being accepted by the Board or on his otherwise ceasing to be a Trustee of these presents.

6. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the charities as they shall think fit and alter or vary the same from time to time and to make new rules and regulations, PROVIDED that such rules and regulations shall not be in consistent with the terms and intents of these presents.

7. (a) The Trustees shall frame and regulate their own procedure relating to their meetings and shall fix the quorum for the meetings. Until the Trustees otherwise decide four Trustees shall form a quorum for their meetings.

(b) A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under these presents vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of the power authority or discretion of the Trustees by an instrument in writing as mentioned in Clause 8 below.

(c) The Trustees shall appoint one of them to act as an Operating Trustee in charge of the day to day administration and management of the Trust. Such appointment shall be for such period not exceeding five years and on such terms and conditions (subject otherwise to the terms of these presents) as the Trustees may consider proper from time to time.

The Trustees shall from time to time specify the duties and Powers of the Operating Trustee. The Trustees shall be at liberty to remove any Trustee from his office of Operating Trustee and to appoint another Trustee as Operating Trustee from time to time.

8. Every power authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument in writing to be signed by all the Trustees or such of them as may be present in Bombay and desire to sign or by the resolution of the Trustees or such of them as may be present in Bombay and desire to vote or by the resolution of the Trustees or such of them as may be present and vote at any meeting of the Trustees.

9. In the case of a difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have a discretionary power the votes of the majority of the Trustees for the time being voting in the matter shall prevail and if the Trustees shall be equally divided in opinion and the matter cannot be resolved by the Trustees then and in such an event the matter shall be referred to "His Holiness" who will decide the matter and whose decision will be final and binding. This clause shall also apply to any exercise of the power of authority or discretion of the Trustees by instruments in writing as mentioned in Clause 8 above.

SCHEDULE 'A'

Board of Governors :

Constituted in terms of and subject to the provisions of clause 13 (a) of the Trust.

1. (a) The Trustees may constitute a Board of Governors as soon as it is convenient and deemed fit and necessary consisting of such number of persons not exceeding 21 (twenty-one) including the Trustees, as the Trustees may from time to time determine.

(b) All the trustees shall be ex-official members of the Board of Governors.

(c) Casual vacancies on the Board of Governors may be filled up by the Trustees or they may delegate this power to the Board of Governors.

(d) The Chairman of the Board of Trustees shall be the President of the Board of Governors.

(e) The Trustees may from amongst themselves or from the other members of the Board of Governors appoint the following office bearers :

- I. Two Vice-Presidents
- II. Two Secretaries
- III. Two Treasurers

(f) The term of office of every Member shall be not more than two years unless his term is extended by reappointment at the end of his term as Member. The Members' terms of office shall be reckoned from the date of these presents and for the subsequent terms from the date next after the last date of the preceding term of two years so that the term of all the Members whenever appointed shall expire and all the Members shall retire simultaneously.

(g) At the expiration of every period of two years the Trustees may reappoint the Board of Governors or appoint new Members in place of the retiring Members.

(h) Subject to the provisions of sub-clause (f) hereof the office of a Member shall be vacated when the Member's term of office expires or when he dies or retires or becomes bankrupt or is declared an insolvent or is held guilty of an offence involving moral turpitude or when he refuses or neglects to act as a Member or who otherwise becomes incapable or unfit to act. Any vacancy resulting in the membership of the Board of Governors for any of the aforesaid reasons may be filled by the Trustees. Any person appointed under the present sub-clause shall hold office only upto the expiration of the period of two years during which he is appointed as a Member.

(i) Without prejudice to any other provisions a Member of the Board of Governors shall stand discharged from his office on his retiring at the expiration of his term or on his tendering his resignation of his office and on the same being accepted by the Trustees or on his otherwise ceasing to be a Member.

2. The Board of Governors shall manage and look after the general administration of the Trust, subject to the supervision control and guidance of the Trustees. The decision of the Trustees in all matters shall be binding on the Board of Governors. The powers and functions of the Board of Governors shall be such as may from time to time be decided upon and determined by the Trustees.

SCHEDULE 'B'

Academic Council :

Constituted in terms of and subject to the provisions of clause 13 (a) of the Trust.

1. (a) The Trustees may constitute an Academic Council as soon as it is convenient and deemed fit and necessary consisting of not less than five members nominated by the Trustees. The Chairman of the Council shall be the Rector of the Academy of Islamic and Arabic Studies, ex-officio.

(b) Casual vacancies on the Council shall be filled up by the Trustees or they may delegate this power to the Board of Governors.

(c) The term of office of every Member shall be not more than three years unless his term is extended by reappointment at the end of his term as Member. The Member's terms of office shall be reckoned from the date of these presents and for the subsequent terms from the date next after the last date of the preceding terms of three years so that the term of all the Members whensoever appointed shall expire and all the Members shall retire simultaneously.

(d) At the expiration of every period of three years a new Academic Council may be constituted in accordance with the provisions contained in this Schedule provided that retiring Members may be reappointed.

(e) Subject to the provisions of sub-clause (c) hereof the office of Member shall be vacated when the Member's term of office expires or when he dies or retires or becomes bankrupt or is declared an insolvent or is held guilty of an offence involving moral turpitude or when he refuses or neglects to act as a Member or who otherwise becomes incapable or unfit to act. Any vacancy resulting in a Membership of the Academic Council for any of the aforesaid reasons may be filled up in accordance with the provisions of sub-clause shall hold office only upto the expiration of the period of three years during which he is appointed a Member.

(f) Without prejudice to any other provisions a Member of the Academic Council shall stand discharged from his office on his retiring of the expiration of his term or on his tendering his resignation of his office and on the same being accepted by the Trustees or on his otherwise ceasing to be a Member.

(g) In the event of the non-constitution of the Academic Council upon the expiry of the term of the Members or for any other reason, the functions of the Academic Council will be exercised by the Chairman and Operating Trustee.

(h) Subject to the provisions of Clause 13(a) of the Trust, the Academic Council shall exercise the following powers and duties :

- (i) To exercise overall responsibility for the direction, initiation and critical guidance of the academic functions.
- (ii) To spell out from time to time carefully selected curricular and to determine the standards of feeding and research.

(iii) To prescribe and conduct courses of study and training in different branches of knowledge relevant to the general aims of the establishment of the Academy.

(iv) To promote and encourage research by intellectuals and scholars throughout the world and raise the level of academic understanding, particularly in the Arabic language as a vehicle of thought and Islamic studies.

(v) To place before the Scholar his objective by critical study of the truth and essence of knowledge.

(vi) To bring through the Academy before the scholars the material resources for specialising in particular fields including original documents manuscripts and to evolve round the scholars lasting enthusiasm and facilities to publish his findings appropriately.

(vii) To establish, conduct and manage a library and to make regulations for its administration and regulations facilities that are to be provided by the library.

(viii) To bring about academic contacts with other bodies in India and elsewhere as may be deemed necessary fit and proper from the point of view of exchange of information, publication and personnel.

(ix) To prescribe rules and regulations for the admission of students scholars and to lay down the duration of the courses.

(x) To prescribe rules and regulations for and to hold examinations and declare the results for courses other than those for University Degree. In respect of the latter to make arrangement in accordance with the statutes of the Universities concerned.

(xi) To institute and award fellowships, scholarships, prizes and medals.

(xii) To supervise the residence progress, health and discipline of the students.

(xiii) To appoint and control such staff as may be required for the efficient management of the affairs of the Academy and to regulate their recruitment and conditions of service.

(xiv) To lay down from time to time the number and qualifications of staff for teaching and research and the framework of their emoluments based on All India Standards.

- (xv) To make recommendations to the Board of Governors on matters relating to the library, the publications, exchange of academic personnel and related matters.
- (xvi) To make recommendations regarding amenities for students including their residence and welfare.
- (xvii) To perform such other functions as may be delegated to it by the Board of Governors.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the day and year first hereinabove written

SIGNED, SEALED AND DELIVERED BY THE
WITHIN NAMED HIS HOLINESS DR. SYEDNA
MOHAMMED BURHANUDDINSAHEB.

In the presence of

SIGNED BY THE WITHIN NAMED TRUSTEES

Yusufbhai Najmuddin
Abbastbhai Fakhruddin
Qaidjoberbhai Ezzuddin
Col. Basheerhusain Zaidi
Moinuddin Burhanuddin Harris
Abdulkadar Hafiza
Mustafa Fakhri
Abdul Majeed E. Paika

SIGNED & SEALED

in the presence of

Special Executive Magistrate,
Bombay

Note :— Dr. M. Isbaq Jamkhanawala has been unanimously co-opted as Trustee at the meeting of the Board of Trustees, held on 12th March 1980.

AKBAR PEERBHOY MEMORIAL TRUST

THIS DEED OF TRUST made at Bombay this 15th day of December one thousand nine hundred and seventy-eight BETWEEN MRS. HOMAI AKBAR PEERBHOY of Bombay, Indian inhabitant, hereinafter referred to as "the Settlor" of One Part AND THE ANJUMAN-I-ISLAM, a company incorporated under the Indian Companies Act, 1913 and having its registered office at 92, Dr. Dadabhoy Naoroji Road, Bombay-400 001, hereinafter referred to as "the Trustee" (which expression shall wherever the context so requires or admits be deemed to include its successors, and other trustees or trustee for the time being of these presents their or his assigns) the other Part.

WHEREAS the Settlor is desirous of settling a sum of Rs. 1,000/- (Rupees one thousand only) for charitable purpose hereafter appearing.

AND WHEREAS the Trustee has at the request of the Settlor agreed to act as the sole trustee of the trust intended to be hereby created and to receive the said sum of Rs. 1,000/- (Rupees One thousand only) upon the trust of this settlement.

AND WHEREAS immediately before the execution of this settlement the Settlor has handed over to the Trustees the said sum of Rs. 1,000/- (Rupees one thousand only) which the Trustee has accepted and taken delivery of and to hold the same upon the trust subject to the power and provisions hereinafter declared and contained of and concerning the same.

NOW THIS INDENTURE WITNESSETH AND it is hereby agreed by and between the Settlor and the Trustee that in order to effectuate their said desire and in consideration of the Promises the Settlor has on or before the execution of these presents transferred and handed over to the Trustee the said sum of Rs. 1,000/- (Rupees one thousand only) and all right, title and interest, claim and demand of the Settlor to or in the said sum or any part thereof and that the Trustee has accepted and taken delivery of the said sum upon trust subject to the powers and provisions hereinafter declared and contained concerning the same.

1. The Trustee shall hold and stand possessed of the said sum of Rs. 1,000/- (Rupees one thousand only) and other investment or investments for the time being representing the same and all other moneys, funds and properties coming into the hands of the Trustee under these presents hereinafter referred to as the Trust properties and all income and profit accruing therefrom and/or otherwise upon Trust to carry out all or any of the Charitable objects of the trust hereby created as hereinafter mentioned.

2. The Trust hereby created shall be known as "AKBAR PEERBHOY MEMORIAL TRUST" and all schools, colleges, vocational training centres, work centres or any institute established by the Trust shall bear the name of "AKBAR PEERBHOY."

3. The Trustees shall hold and apply the Trust properties for the benefit of members of all communities without discrimination on the ground of religion, sect, caste, creed or colour for all or any one or more of the following charitable objects :

(a) For establishing and conducting Degree Colleges, Junior Colleges, Institutes of Home Sciences, Polytechnics and/or High Schools and Hostels attached to such institutions and other educational and technical institutions in any suitable localities in Bombay for girls of all communities through the medium of English and Urdu subject to such rules and regulations as the Trustees may from time to time provide and the Trustee may in carrying out the directions herein contained conform to such requirements and conditions as may be necessary to enable the Trustee to secure grant-in-aid from the Central or State Government, University, Municipal Corporation or other public body;

(b) For establishing and/or conducting and managing by itself or in collaboration with others training schools in Arts and Crafts or Institutes for imparting or promoting girls' education and Institute of vocational training;

(c) For establishing and conducting work centres for giving employment to poor and destitute girls and women of all communities and to help them with the disposal of products made by them for their maintenance and support consistent with the provisions of the Income tax Act 1961 or any other enactment from time to time.

4. The trust properties shall vest in and stand and continue to vest and be transferred to the name of the Trustee for the time being of these presents.

5. No part of the trust funds or any additions or accretions thereto shall be diverted for giving loan, temporary advance or donation to Anjuman-i-Islam and/or to any trust or Institution managed by the Anjuman-i-Islam or otherwise to any other Institution or Trust.

6. The Trustee shall be at liberty to receive and collect any funds, donations, gifts or endowments for the purpose of the trust hereby created or for any specific object of the trust hereby created free of conditions or impressed with such conditions as the donor may prescribe.

7. The Trustee shall be at liberty to purchase, take on lease or otherwise acquire any property or properties immovable or movable and/or to construct any buildings on any plot of land for the purpose of carrying out any of the objects of this trust.

8. The securities belonging to the trust hereby created shall be kept in the name of the Trustee and shall be deposited in safe custody with the Bank or banks in which the banking account of the trust shall for the time being be opened. The trustees shall be

at liberty to give power of attorney giving authority to such bank or banks to collect the interest for the time being accruing or due thereon and credit the amount thereof to the said banking account or accounts and to renew, concert and redeem the said security and reinvest the proceeds thereof as and when it is necessary.

9. The Trustee shall invest and shall keep invested the trust properties not specifically applied to or used for the respective objects to which the same may be appertaining in such investment or investments are authorised by the Bombay Public Trust Act, 1950 or any statutory enactment for the time being in force with liberty to the Trustees from time to time to vary any of such investments or other of like nature. The Trustee shall have power to invest the Trust properties in the purchase of any immovable property or properties of a freehold nature or leasehold tenure the unexpired residue of the period whereof is not less than 60 years.

(a) Where the trust properties consist of lands, building, furniture or equipment which are not being specifically applied to and used for the respective objects of the charity trust to which the same appertain and which are not fetching any rent or income, the Trustees may continue to apply and use the same for the said respective object as provided that when the tenure on which any such lands or buildings are held so permits, the Trustee shall have power at any time and from time to time to let out such lands and buildings instead of applying them to and using them for the said objects and to apply the rent or income so received in the manner mentioned in the following clauses.

(b) Where the trust properties consist of lands and buildings being specifically applied to or used for the respective objects of the charity or which in future may not be so applied or used and which are or in future may be let out and where trust properties consist or investments authorised by the Bombay Public Trust Act, 1950 the Trustee shall recover and receive the rents interest or income thereof and pay thereon and deduct therefrom;

(i) in the first place the cost, charges and expenses of and incidental to the management and administration thereof and the taxes or outgoing in respect thereof including insurance premia and cost of current repairs, and

(ii) in the next place when the trust properties consist of lands and buildings such sums as may be necessary to be set apart for a depreciation fund and apply the balance and said rents, interest and income for the respective object of the trust to which they pertain.

(iii) apply the balance of the said interest and income for respective objects to which they pertain and/or for carrying out any one or more of the objects of the trust hereby created to any other charitable institution having similar charitable objects as enumerated herein.

10. In managing and conducting any institution or institutions for carrying out the objects of the trust hereby created, the trustee shall duly observe and perform the taxes and conditions and provisions of any grant or any other public body or by any donor and the terms and conditions and provisions of any lease trust or other agreement relating to the said institution or institutions.

11. Proper accounts of the trust properties and the income and expenditure thereof shall be kept and such accounts shall be made up each year and after the end of each year the Trustee shall have the accounts audited and certified by an auditor who will be appointed and whose remuneration shall be fixed by the Trustee at its annual general meeting.

12. The audited accounts and annual report of the management of trust hereby created shall be circulated among the members of the General Council of the Anjuman-i-Islam.

13. One or more banking accounts for the purposes of trust hereby created shall be opened and kept with any scheduled bank or any other bank or banks on the approved list of the Charity Commissioner. However, the sum of money received on account of the trust hereby created shall be forthwith paid to the credit of such account or accounts.

14. The trustee shall have power and authority to sell, mortgage, charge, lease any immovable property vested in the trustees in accordance with the provisions of the Bombay Public Trust Act, 1950 or any other statutory enactment for the time being in force.

15. So long as the Anjuman-i-Islam continues to be the trustee of these presents the office bearers thereof and otherwise the trustee or trustees for the time being of these presents shall be chargeable only for such property as may come to their hands and which they shall actually receive and shall be answerable and accountable only for their own respective sets, neglects and defaults and for the due administration of such property but so far as the office bearers of the Anjuman-i-Islam are concerned they shall be answerable and accountable as aforesaid in the same manner and to the same extent as they would as such office bearers have been as if no incorporation had been affected and the incorporation of the Anjuman-i-Islam shall not diminish or impair any control or authority exercisable by the Court or the Charity Commissioner over such office bearers and they shall as regards such property be subject jointly and separately to such control or authority as if the Anjuman were not incorporated. In this expression office bearers shall include members of the General Council, of all the Boards and any Committee thereof

respectively. Subject as aforesaid and/or the office bearers of the Anjuman and/or the trustee or trustees of the time being of these presents shall be respectively chargeable only for such property and money as they shall actually receive not with understanding their signing any receipt for the sake of conformity and shall be answerable and accountable only own acts and not for those of one another nor for any person or persons with whom or in whose hands the trust moneys be deposited or given nor for any other loss unless the same shall happen through their own wilful default respectively.

16. As long as the Anjuman-i-Islam is the Trustee of these presents and its successor the Anjuman or its successor shall appoint a Committee or Committees exclusively for managing and conducting any institution or institutions established for carrying out the objects of this trust.

17. The Trustee may engage a Secretary and/or clerk or any other person or persons for the purpose of collecting the rents and income of the trust properties, writing accounts, keeping minutes, management of the trust properties and doing such other work in connection with the administration of the Charities comprised in the scheme the Trust may direct.

18. The Trustees may from time to time reimburse itself or pay and discharge out of the trust fund all expenses incurred in or about the execution of the trust or powers under this scheme or any of them. The trustee shall also be entitled to allow any office bears all costs, charges and expenses which such office bearers shall or may incur in or about the execution of the said trusts and powers or in relation thereof.

19. Within the limits prescribed by this trust deed the Trustees shall have full power from time to time to make rules and regulations for the management and administration of the trusts and charities comprised in this Trust Deed and for the conduct of its business including the summoning of meetings, custody of documents, and the appointment of clerks and other employees.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals the day and the year first herein above written.

SIGNED SEALED AND DELIVERED)

by the withinnamed Settlor)

Sd/-

MRS. HOMAI AKBAR PEERBHOY in) Homai A. Peerbhoy

the presence of)

Sd/-

Sd/-

(M. H. Shaikh) (A. E. Kochra))

SIGNED SEALED AND DELIVERED)

by the withnamed THE ANJUMAN-)

I-ISLAM, the Trustee)

1) ABDUL MAJEED E. PATKA) Sd-

2) ABDULLAH M. FAKIH and) Sd-

who are authorised to execute) M. H. SHAIKH A. E. KOCHRA

this Deed on behalf of the)

Anjuman-i-Islam and affix the)

common seal of the Anjuman-i-)

Islam in the presence of)

MANAL AND ABDUL SATTAR CHARITABLE TRUST

THIS Agreement made this day 31st of December, 1982 between the Trustees of Manal & Abdul Sattar Charitable Trust, registered under Bombay Public Trust Act with the Charity Commissioner of Bombay bearing No. E - 5013 (Bom), and the Anjuman-i-Islam, a Company incorporated under the Indian Companies Act, 1930 and having its Registered Office at 92, Dr. Dadabhai Naoroji Road, Bombay-400 001.

Whereas the Trustees of the said Manal & Abdul Sattar Charitable Trust are desirous of appointing the said Anjuman-i-Islam, as Sole Trustee of the said Trust and they have negotiated with the said Anjuman-i-Islam for the purpose, incorporating certain terms and conditions on which they wanted to appoint the said Anjuman-i-Islam, as the Sole Trustee of the said Trust. Whereas the said offer was considered by the Executive Council of the said Anjuman-i-Islam in its meeting held on 23rd August 1982, and the said Executive Council recommended the said proposal to the General Council of the Anjuman-i-Islam; and the said General Council in its meeting held on 31st August, 1982 approved and accepted the said offer of the said Trust and the approval and acceptance of this offer was communicated to the Trustees of the said Manal and Abdul Sattar Charitable Trust, by the President of the Anjuman-i-Islam, by his letter dated 8th September, 1982.

Now this Agreement witnessed that the present Trustees namely :

- (1) ABDUL SATTAR SULEMAN OOMER
- (2) RIAZ S. OOMER
- (3) MRS. FAZILA A. GAYA

of the said Manal & Abdul Sattar Charitable Trust are hereby appoint the Anjuman-i-Islam as Sole Trustee of the said Trust on the following terms and conditions :-

- (1) The Anjuman-i-Islam will co-opt the said 3 trustees namely :
 1. ABDUL SATTAR SULEMAN OOMER
 2. RIAZ S. OOMER
 3. MRS. FAZILA A. GAYA

on the Social Board of the A.D. Bawla Orphanage Committee during the respective life time of the above Trustees or till they resign and/or are not able to act as the Trustees of the above Trust;

(2) The Anjuman-i-Islam will always keep the name of the Trust intact and the corpus of Rs. 2,00,000- which will come to the hands of the Anjuman-i-Islam will be retained as the corpus of the said Trust;

(3) The Anjuman-i-Islam as the Sole Trustee of Anjuman-i-Islam A. D. Bawla Orphanage Trust will utilise the corpus of the said Trust for the construction of the A. D. Bawla campus, which is being constructed at Versova;

(4) (a) The Anjuman-i-Islam as the Sole Trustee of A. D. Bawla Orphanage hereby covenants and agrees to keep and maintain orphan girls, not less than five, in the A.D. Bawla Orphanage and the A. D. Bawla Orphanage will bear all the maintenance and other expenses of such orphan girls for all time to come. Such girls will be admitted in consultation and on recommendation of the present Trustee of Manal & Abdul Sattar Charitable Trust, or any of them as long as they live.

(b) The Anjuman-i-Islam as the Sole Trustee of A. D. Bawla Orphanage Trust further covenants and agrees to distribute annually prizes, medals etc., in the name of Manal & Abdul Sattar Charitable Trust to bright promising and meritorious girls of the A. D. Bawla Girls' Orphanage. Such prizes, and medals, awards etc., will be decided in consultation and on recommendation of the present Trustees of Manal & Abdul Sattar Charitable Trust or any of them as long as they live. The aggregate cost and value of prizes, medals & awards etc. will be Rs. 7,000.-. If in any year the amount of such prizes etc., were to be less than Rs. 7,000.- for any reason whatsoever the balance will be spent on providing religious, theological and moral books for the use and benefit of the Orphanage library.

The Anjuman-i-Islam and the Trustees of the said Trust will intimate to the Charity Commissioner about this appointment and file "change report" with the Charity Commissioner, Bombay and carry out other legal formalities with Government authorities, if necessary.

In witness whereof the parties hereto have hereunto subscribe the respective hands and seals the day of the year first said herein above.

SIGNED SEALED AND DELIVERED

by the withinnamed Trustees :-

(1) ABDUL SATTAR SULEMAN OOMER) Sd/-

(2) RIAZ S. OOMER) Sd/-

(3) MRS. FAZILA A. GAYA) Sd/-

in the presence of

illegible)

SIGNED SEALED AND DELIVERED
by the withinnamed Anjuman-i-Islam

Trustees :

(1) Moinuddin Harris) Sd/-

(2) A. Majeed E. Patka) Sd/-

who are authorised to execute

this Deed on behalf of

Anjuman-i-Islam and affix

the COMMON SEAL of the

Anjuman-i-Islam in the presence

of

A. E. Kochra.)

AZIZ AND HAMIDA AHMEDBHOY TRUST

1983
THIS indenture of Trust made at Bombay this day of 4th July between Mr. Aziz H. Ahmedbhoi and Mrs. Hamida Aziz Ahmedbhoi Indian inhabitants of Bombay called the **SETTLORS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include them and the survivors or their heirs, assigns or successors for the time-being) of the One Part and the Anjuman-i-Islam, a Company incorporated under the Indian Companies Act and having its registered office at W. Dr. Dadabhoi Naoroji Road, Bombay-400 001, hereinafter called the **SOLE TRUSTEE** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and other Trustees or Trustees for the time being and its or their assigns) of the other part. Whereas the Settlers accentuated by a philanthropic urge are desirous of setting a sum of Rs. 1,000/- for the charitable purposes of emancipation of women and girls specially described hereinafter and whereas the Trustee has at the request of the Settlers agreed to act as the Sole Trustee of the Trust intended to be hereby created and to receive the said sum of Rs. 1,000/- upon Trust of the settlement and whereas before the execution of this Deed of Settlement Sole Trustee have handed over to the said sum which the Sole Trustee has accepted and taken delivery of and have agreed to hold the same upon Trust, subject to the powers and provisions hereinafter declared and contained. How this Indenture witnesseth and it is hereby agreed by and between the Settlers and the Sole Trustee as follows :-

1. The Sole Trustee shall hold and stand possessed of the said sum of Rs. 1,000/- and other investment or investments for the time being representing the same and all other additions or accretions thereto and all other monies, funds, and properties coming into the hands of the Trustee under these presents hereinafter referred to as the Trust properties and all income and profit accruing therefrom upon Trust to carry out all or any of the charitable objects of the Trust hereby created and as specified hereinafter in clause No. 3.

2. The Trust shall be designated and known as "AZIZ AND

HAMIDA AHMEDBHOY TRUST"

3. The Trustee shall hold and apply the Trust properties for :

- a) establishing conducting and managing a Vocational Training Centre for women and auxiliary training schools and classes;
- b) for giving financial help and assistance to poor and deserving girls and taking training in the Centre or classes of the Trust;
- c) for any other purposes connected with or incidental to the importing or promotion of education and training to girls and women;

d) for utilising the surplus net income, if any, in giving donations to any other charitable institution or institutions having similar charitable objects as specified hereinabove.

4. The Trust property shall vest in and continue to remain vested in and be transferred to the name of the Trustee for the time being of these presents.

5. The Trustee shall be at liberty to receive and collect any donations, gifts, or endowments for the general objects of the Trust hereby created or any other special object connected with or similar objects of the Trust hereby created.

6. The Trustees shall, at its discretion, purchase, take on lease or otherwise acquire any property or properties immovable or movable and/or to construct and building or buildings on any plot of land for the purpose of carrying out any of the objects of the Trust.

7. The Trustee shall invest and shall keep invested the Trust properties, not specifically applied to or used for the respective objects for which the same may have been bequeathed, in such modes of investments as it may deem fit, subject to the observance of the provisions of applicable laws.

8. In establishing managing and conducting any institution or institutions for carrying out the objects of the Trust hereby created the Trustee shall duly observe and perform the terms and conditions and provisions of any grant from Government or any other public body or by any donor and the terms and conditions and provisions of any lease, Trust or other agreement relating to the said institution or institutions.

9. Proper account of the Trust properties and the income and expenditure thereof shall be kept and such accounts shall be made upto 31st March of each year and after the end of the year, the Trustee shall get prepared Income & Expenditure Account and Balance Sheet and shall have them audited and certified by regular auditors, which will be appointed and whose remuneration shall be fixed by the Annual General meeting of the Trustee.

10. One or more Bank accounts for the purpose of Trust hereby created shall be opened and kept with any scheduled or approved Bank or Banks as may be decided by the Trustee.

11. The Trustee shall have the power and authority to sell, mortgage, leave or create a charge on property of the Trust vested in the Trustee, as may be deemed necessary and in the interest of the Trust.

12. As long as the Anjuman-i-Islam is the Trustee of these presents, it may appoint a Committee or Committees for managing the affairs of the Trust, and conducting any institution or institutions established for carrying out the objects of the Trust. The said committee or committees shall be appointed or nominated according to the Memorandum and Articles of Association of the Anjuman-i-Islam and any other rules and regulations and bye-laws of Anjuman-i-Islam and shall comprise of such members as may be prescribed from time to time by the Anjuman-i-Islam.

13. The Trustee may engage suitable staff for the purpose of management of the affairs of the Trust and its properties and writing the accounts and doing all the secretariat work and the trustee shall incur the necessary expenditure on their remunerations etc. and for other incidental expenses for the purpose of the Trust and funds, and of the income of the Trust properties.

14. Subject to the terms and conditions of this Indenture and the provisions of relevant acts and laws, the Trustee shall have full power to make rules and regulations from time to time for the management and administration of the Trust hereby created and the institution or institutions created for the fulfilment of the object of the Trust.

IN WITNESS WHEREOF the SETTLORS and the SOLE TRUSTEE by its duly authorised persons have subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

the within-named SETTLORS

(1) AZIZ H. AHMEDBHOY

(2) HAMIDA AZIZ AHMEDBHOY

in the presence of

SIGNED SEALED AND DELIVERED

by the within-named THE ANJUMAN

-I-ISLAM, the SOLE TRUSTEE

(1) DR. M. ISHAQ JAMKHANAWALA

(2) MR. A. MAJEED E. PATKA

who are authorised to execute

this Deed on behalf of the

Anjuman-i-Islam and affix the

common seal of the Anjuman-i-

Islam in the presence of

ZUBEIDA TALIB TRUST

THIS Indenture of Trust made at Bombay this day of 4th July 1983 between Mrs. Zubeldin A. Talib, Indian inhabitant of Bombay called the SETTLOR (which expression shall unless it be repugnant to the context or meaning thereof mean and include her and the survivors or her heirs, assigns or successors for the being) of the One Part, and the Anjuman-i-Islam, a Company incorporated under the Indian Companies Act and having its registered office at 92 Dr. Dadabhai Naoroji Road, Bombay-400 001, hereinafter called the SOLE TRUSTEE (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and other Trustee, or Trustees for the time being and its of their assigns) of the other part. Whereas the Settlor accentuated by a philanthropic urge are desirous of setting a sum of Rs. 1,000/- for the charitable purposes of emancipation of women and girls specially described hereinafter and whereas the Trustee has at the request of the Settlor agreed to act as the Sole Trustee of the Trust intended to be hereby created and to receive the said sum of Rs. 1,000/- upon Deed of Settlement and whereas before the execution of this Deed of Settlement Sole Trustee have handed over to the said sum which the Sole Trustee has accepted and taken delivery of and have agreed to hold the same upon Trust, subject to the powers and provisions hereinafter declared and contained. Now this Indenture witnesseth and it is hereby agreed by and between the Settlor and the Sole Trustee as follows :

1. The Sole Trustee shall hold and stand possessed of the said sum of Rs. 1,000/- and other investment or investments for the time being representing the same and all other additions or accretions thereto and all other monies, funds, and properties coming into the hands of the Trustee under these presents hereinafter referred to as the Trust properties and all income and profit accruing therefrom upon Trust to carry out all or any of the charitable objects of the Trust, hereby created and as specified hereinafter in clause No. 3.

2. The Trust shall be designated and known as "ZUBEIDA TALIB TRUST."

3. The Trustee shall hold and apply the Trust properties for :

- a) establishing conducting and managing a Vocational Training Centre for women and auxiliary training schools and classes;
- b) for giving financial help and assistance to poor and deserving girls taking training in the Centre or classes of the Trust;
- c) for any other purposes connected with or incidental to the importing or promotion of education and training to girls and women;

d) for utilising the surplus net income, if any, in giving donations to any other charitable institution or institutions having similar charitable objects as specified hereinabove.

4. The Trust property shall vest in and continue to remain vested in and be transferred to the name of the Trustee for the time being of these presents.

5. The Trustee shall be at liberty to receive and collect any donations, gifts, or endowments for the general objects of the Trust hereby created or any other special object connected with or similar objects of the Trust hereby created.

6. The Trustee shall, at its discretion, purchase, take on lease or otherwise acquire any property or properties immovable or movable and/or to construct any building or buildings on any plot of land for the purpose of carrying out any of the objects of the Trust.

7. The Trustee shall invest and shall keep invested the Trust properties, not specifically applied to or used for the respective objects for which the same may have been bequeathed, in such modes of investments as it may deem fit, subject to the observance of the provisions of applicable laws.

8. In establishing management and conducting any institution or institutions for carrying out the objects of the Trust hereby created the Trustee shall duly observe and perform the terms and conditions and provisions of any grant from Government or any other public body or by any donor and the terms and conditions and provisions of any lease, Trust or other agreement relating to the said institution or institutions.

9. Proper account of the Trust properties and the income and expenditure thereof shall be kept and such accounts shall be made upto 31st March of each year and after the end of the year, the Trustee shall get prepared Income & Expenditure Account and Balance Sheet and shall have them audited and certified by regular auditors, which will be appointed and whose remuneration shall be fixed by the Annual General meeting of the Trustee.

10. One or more Bank accounts for the purpose of Trust hereby created shall be opened and kept with any scheduled or approved Bank or Banks as may be decided by the Trustee.

11. The Trustee shall have the power and authority to sell mortgage, leave or create a charge on property of the Trust vested in the Trustee, as may be deemed necessary and in the interest of the Trust.

12. As long as the Anjuman-i-Islam is the Trustee of these presents, it may appoint a Committee or Committees for managing the affairs of the Trust and conducting any institution or institutions established for carrying out the objects of the Trust. The said committee or committees shall be appointed or nominated according to the Memorandum of and Articles of Association of the Anjuman-i-Islam and any other rules and regulations and bye-laws of Anjuman-i-Islam and shall comprise of such members as may be prescribed from time to time by the Anjuman-i-Islam.

13. The Trustee may engage suitable staff for the purpose of management of the affairs of the Trust and its properties and writing the accounts and doing all the secretarial work and the Trustee shall incur the necessary expenditure on their remunerations etc., and for other incidental expenses for the purpose of the Trust and funds, and of the income of the Trust properties.

14. Subject to the terms and conditions of this Indenture and the provisions of relevant acts and laws, the Trustee shall have full power to make rules and regulations from time to time for the management and administration of the Trust hereby created and the institution or institutions created for the fulfilment of the object of the Trust.

IN WITNESS THEREOF the Settlor and the Sole Trustee by his duly authorised persons have subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
the within-named SETTLOR)

(1) ZUBEIDA A. TALIB)

in the presence of)

SIGNED SEALED AND DELIVERED)
by the withinnamed THE ANJUMAN-
I-ISLAM, THE SOLE TRUSTEE)

(1) DR. M. ISHAQ JAMKHANAWALA)

(2) MR. A. MAJEED E. PATKA)
who are authorised to execute)

this Deed on behalf of the)

Anjuman-i-Islam and affix the)
common seal of the Anjuman-i-)

Islam in the presence of)

IV. FUNDS & SCHOLARSHIPS

Name of the Fund/Scholarship

1. Anjuman-1-Islam High School Fund
2. Ahmed Sailor High School Fund
3. Anjuman-1-Islam Kuria High School Fund
4. Abdus Sattar Shuaib School Fund
5. Anjuman-1-Islam Haji Mohammed Haji Ismail Sobani High School Fund
6. Anjuman-1-Islam Haji Ismail Sobani Boarding House Fund
7. Anjuman-1-Islam Urdu Research Institute
8. Anjuman-1-Islam Jaunohamed Cassum High School of Commerce
9. Haji Mohamed Haji Ismail Sobani Trust
10. Madressa Fund
11. Mekba Gymnasium Fund
12. Karim Library Fund
13. Justice Badruddin Tyabji Memorial Fund
14. Sir Adamji Peerbhoy Scholarship Fund
15. Haji Haroon Siddik Scholarship Fund
16. Prof. Mirza Hairat Scholarship Fund
17. Haji Suleman Shah Mohamed Fund
18. Valimohamed & Dostmohamed Peermohamed Grant Fund
19. Sir Lawrence Jenkin Prize Fund
20. Joechim Mensant Prize Fund
21. Haji Suleman A. Wabeed Veterinary Scholarship Fund
22. Khatoon Kazi Ibrahim Porbandri Free Boardership Fund
23. Sir Rasool Khanji Scholarship Fund
24. Sir Currimbhoy Ebrahim Baronet Scholarship Fund
25. Haji Suleman Abdul Waheed Scholarship Fund
26. Maulvi Abdulla Ahmed Scholarship Fund
27. Kazi Kabiruddin Scholarship Fund
28. Abdulabhai Lajji Scholarship Fund
29. Hindu Mohamedan Joint Relief Fund
30. Mohammed Haji Murad & Mrs. Sarabal Fund
31. Haji Hasan Ahmed & H. A. Hasan Dada Petty Scholarship Fund
32. Siddik Sobani Scholarship Fund
33. Shaikh Hityan Subedar Scholarship Fund
34. Ibrahim, Mohamed Sayam Scholarship Fund
35. Mohamed Salehji Trust Fund

36. Ahmed Sailor Trust School & Scholarship Fund
37. Prof. Rahatsek Memorial Fund
38. Siddik Baugh Donation Fund
39. Abdul Husain Najmuuddin Science Prizes Fund
40. Haji Janmohamed Cassum Charitable Trust
41. Justice Badruddin Tyabji Girls' Memorial Fund
42. Haji Allarakhia Rehmitoola Sonawala Prize Fund
43. Abdul Shakoor Adenwala Scholarship Fund
44. Dr N. N. Nomani Prize Fund
45. Saif Tyabji Memorial Fund
46. Jafferbhoy Abdullabhoj Lajji Scholarship Fund
47. Safiya Begum Charity Fund
48. Haji Cassum Agboatwala
49. Saif Tyabji English Prize Fund
50. Anjuman-1-Islam Board for Boys' Primary & Secondary Education Fund
51. Anjuman-1-Islam Board for Girls' Primary & Secondary Education Fund
52. Anjuman-1-Islam Board for Social Work
53. Anjuman-1-Islam General Council Fund
54. Anjuman-1-Islam General Fund
55. General Keki Barucha M. Fund
56. Prof. Najeeb Ashraf Nadvi Memorial Fund
57. Secrat Islamic Fund
58. Mohamed Ibrahim Buttler Prize Fund
59. Estate of Late Fazal Husain Valibhoj
60. I. M. Kanga Donation Fund
61. Ahmed Moosa Munshi Prize Fund
62. Akbar Hussain Rizvi Bandra Girls' High School
63. Khabri Ebrahim Haji Tayab Natha Scholarship Fund
64. Sunderrao Dinanath Vijaykar Scholarship
65. Anjuman-1-Islam Urdu Research Institute
66. Rukiya Abduli Karim Nalk Scholarship
67. Husain Mohamed Modak Mestry Scholarship

PANCHGANI

24.	Anjuman-i-Islam Valimohamed & Doostmohamed Peermohamed Urdu Primary School.	—do—	—do—
23.	Anjuman-i-Islam Valimohamed & Doostmohamed Peermohamed Muslim Girls' Orphanage	—do—	—do—
22.	Anjuman-i-Islam Peermohamed High School	Bund Garden Road, Poona. 1	—do—

POONA

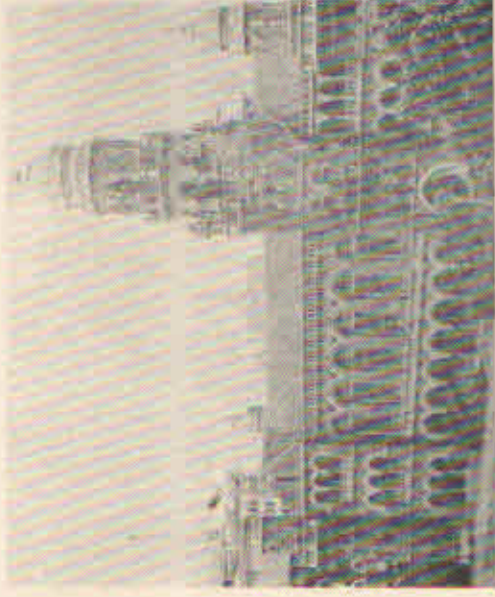
21.	Adabi Printing Press	8, Shepherd Road, Byculla, Bombay-8	39 48 81
20.	Sobani Hostel for Boys	" " "	"
19.	Karim Public Library	" " "	"
18.	Institute of Islamic Studies	92, Dr. Dadabhoy Naoroji Road, Bombay-400 001.	—do—
17.	Anjuman-i-Islam Urdu Research Institute	92, Dr. Dadabhoy Naoroji Road, Badruddin Tyabji Marg, off. Bombay-400 001.	262076
16.	Anjuman-i-Islam K. G. Classes (V. T.) School (Versova)	92, Dr. Dadabhoy Naoroji Road, Bombay-400 061.	—do—
15.	Anjuman-i-Islam Pre-Primary & Primary Primary & High School)	60, Yari Road, Versova, Bombay-400 008.	—do—
14.	Anjuman-i-Islam Abdus Sattar Shuaib School.	Maulana Shaukatalli Road, Bombay-400 016.	897102
13.	Anjuman-i-Islam Mahim Girls' Primary School.	Lady Jamshedji Road, Mahim, Bombay-400 016.	464453

Names, addresses & telephone numbers of the institutions managed
by the Anjuman-i-Islam at Bombay, Poona and Panchgani :

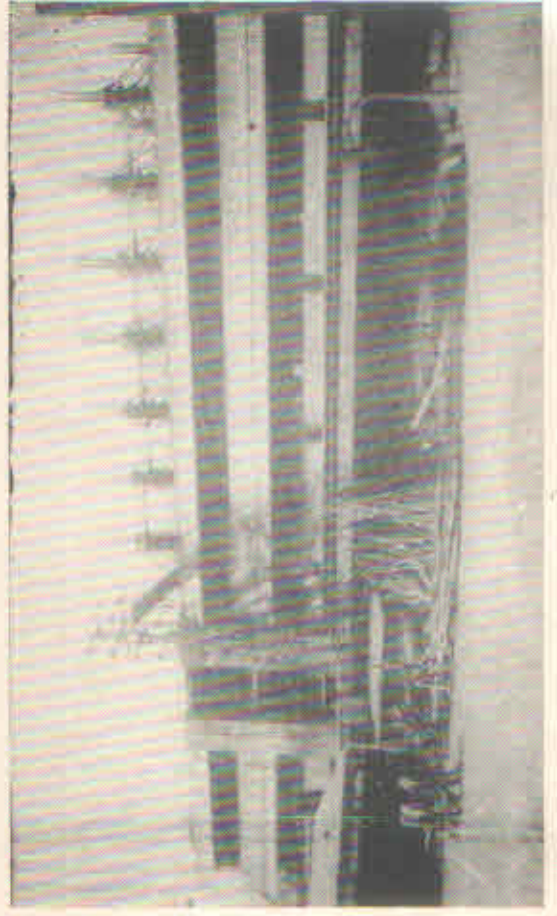
BOMBAY

	Name of institution	Address	Telephone Number
1.	Anjuman-i-Islam Mohamed Haji Saboo Siddik College of Engineering.	8 Shepherd Road, Byculla, Bombay-400 008.	364881/2
2.	Anjuman-i-Islam Akbar Peerbhoy College of Commerce and Economics.	Maulana Shaukatalli Road, Bombay-400 008.	374122
3.	Anjuman-i-Islam Junior College of Education for Women, Mahim.	Lady Jamshedji Road, Mahim, Bombay-400 016.	456198
4.	Mohamed Haji Saboo Siddik Polytechnic.	8 Shepherd Road, Byculla, Bombay-400 008.	394881
5.	Akbar Peerbhoy Girls' Polytechnic.	92, Dr. Dadabhoy Naoroji Road, Bombay-400 001.	266177
6.	Anjuman-i-Islam High School, (V. T.)	92, Dr. Dadabhoy Naoroji Road, Bombay-400 001.	262076
7.	Anjuman-i-Islam Ahmed Sailor High School.	Dimitmkar Road, Bombay-400 008.	372806
8.	Anjuman-i-Islam Janmohamed Cassum High School of Commerce (Day)	Maulana Shaukatalli Road, Bombay-400 008.	370461
9.	Anjuman-i-Islam Janmohamed Cassum High School of Commerce (Night)	— do —	— do —
10.	Anjuman-i-Islam Kurla High School.	C.S.T. Road, Kurla, Bombay-400 070	5122566
11.	Anjuman-i-Islam Saif Tyabji Girls' High School (Saboo Bagh)	Bellasis Road, Bombay-400 008.	375946
12.	Anjuman-i-Islam Bandra Girls' High School.	Bazar Road, Bandra, Bombay-400 050.	458049

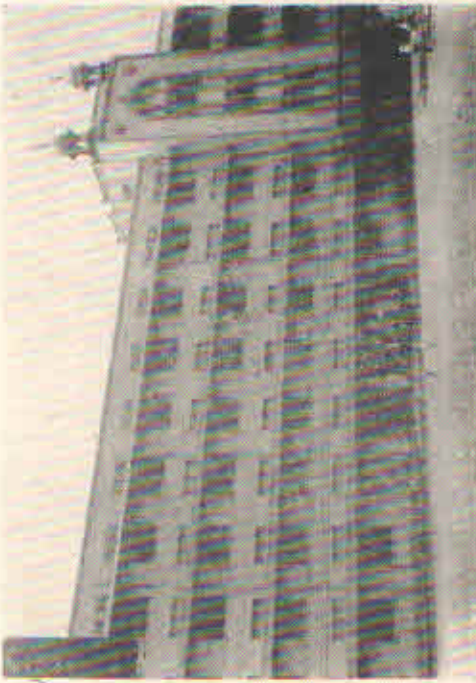
ANJUMAN-I-ISLAM INSTITUTIONS



Anjuman-i-Islam High School, V.T.



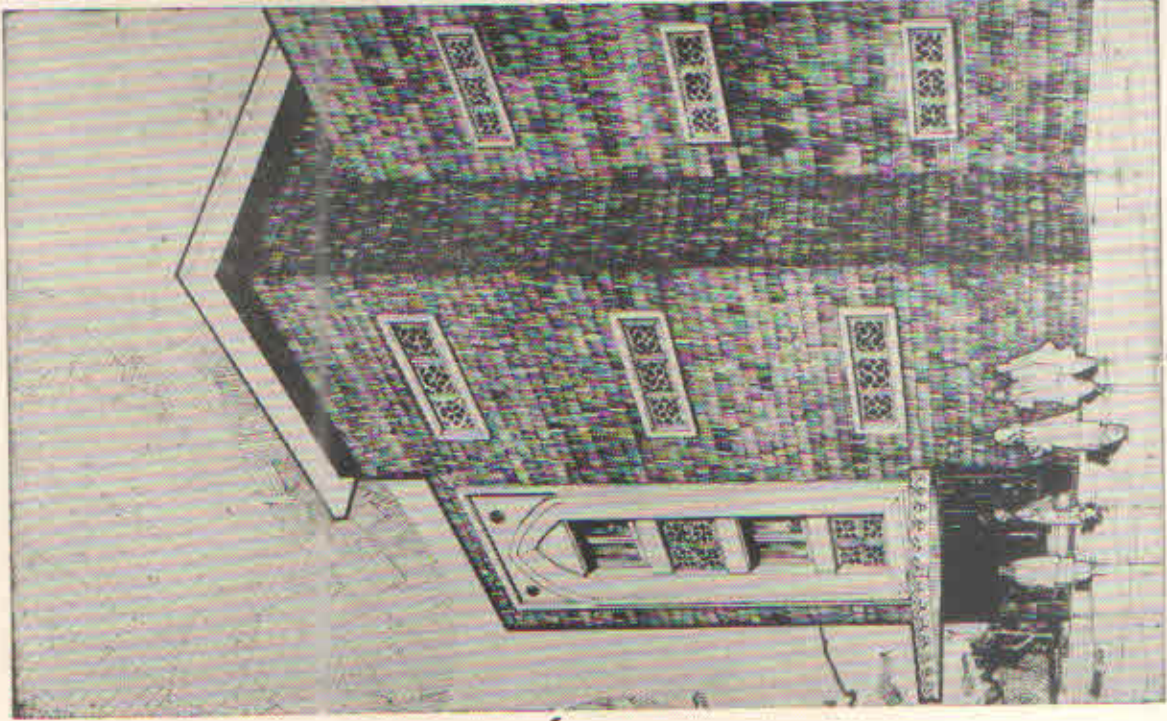
M. H. Saboo Siddik College of Engineering, Shepherd Road, Byculla



M. H. Saboo Siddik Polytechnic, Shepherd Road, Byculla



**Anjuman-i-Islam's, Akbar Peerbhoy College of Commerce & Economics,
Maulana Shaukatali Road**



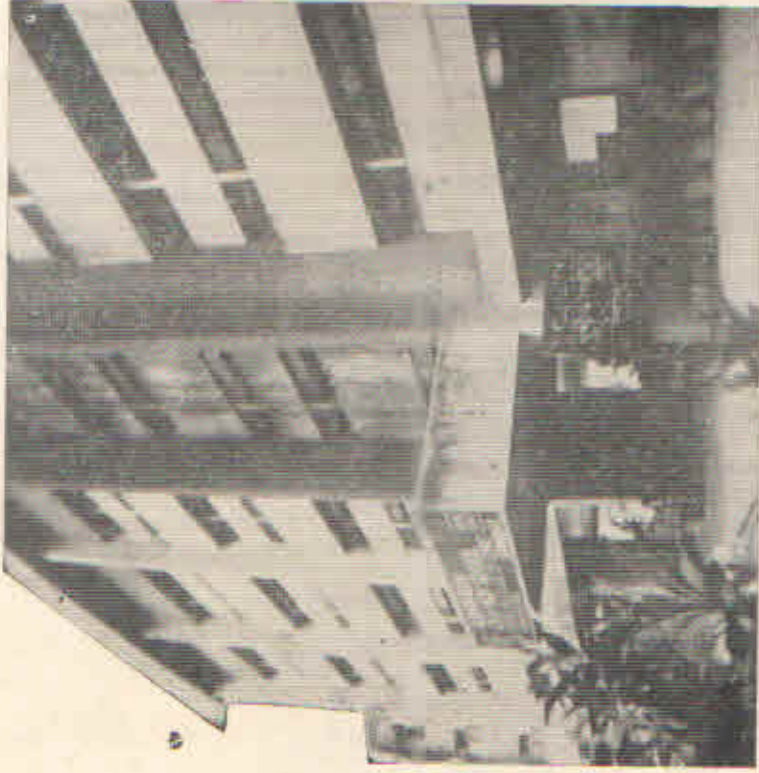
Akbar Peerbhoy Girls' Polytechnic, V. T.



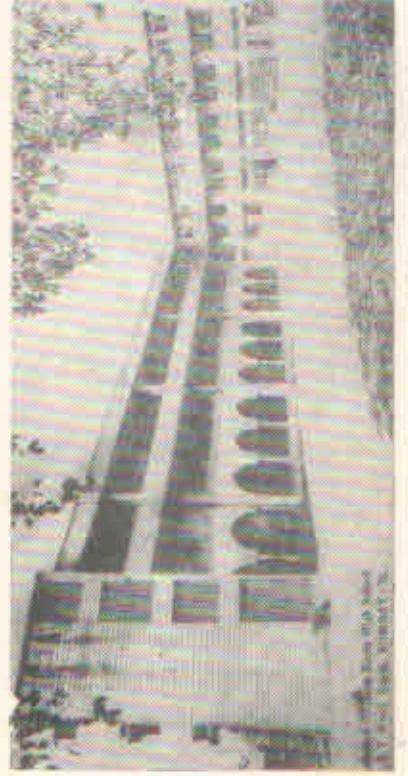
Anjuman-i-Islam's Moimuddin Haris
Junior College of Education for Women, Mahim



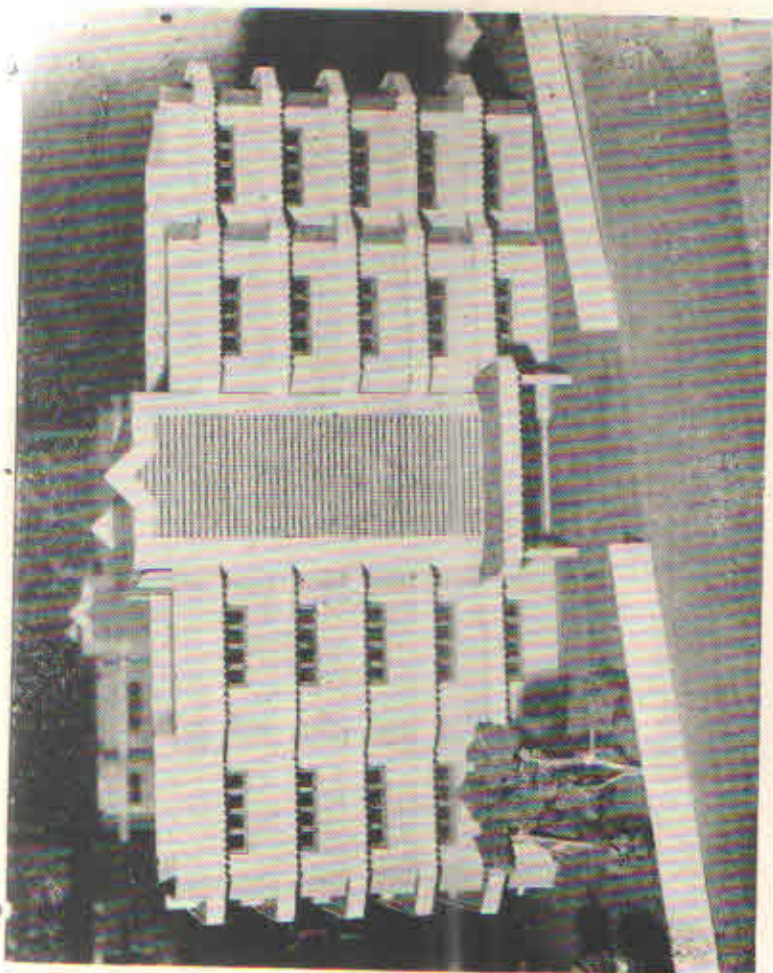
Anjuman-i-Islam Saif Tyabji Girls'
High School & Junior College, Bellassis Road



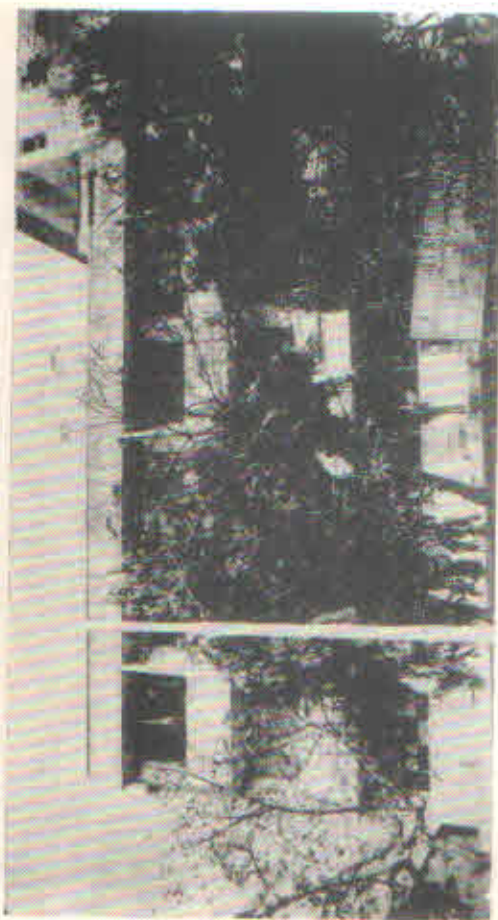
Anjuman-i-Islam Girls' High School
& Junior College of Science & Commerce, Bandra



Anjuman-i-Islam Kurla High School Kurla for Boys, Girls & Primary Section



Anjuman-i-Islam A. D. Bawala Female Orphanage, Versova



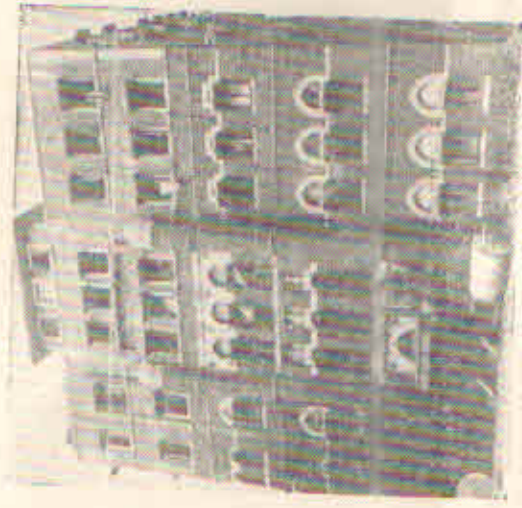
Abdus Sattar Shoaib High School & Jan Mohammed Cassum
Commercial High School, Maulana Shaukatai Road,



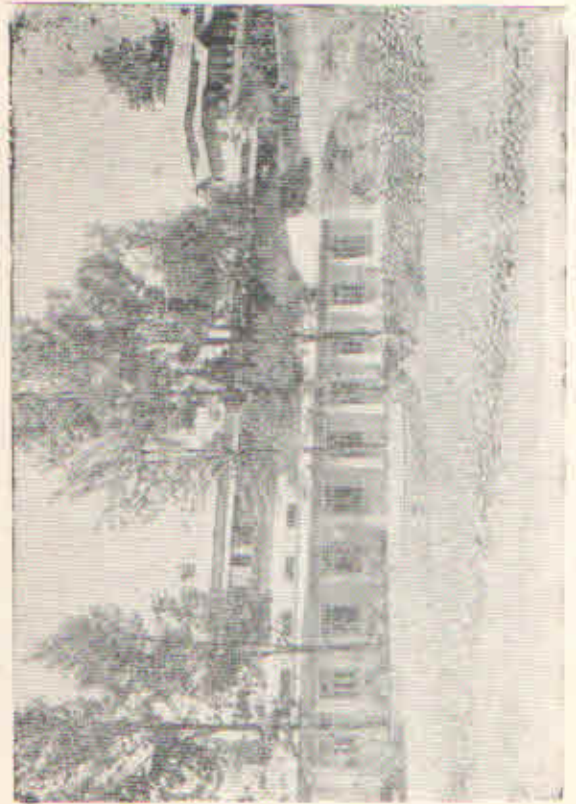
Anjuman-i-Islam Ahmed Sailor High School for Boys
Dintimkar Road



Anjuman-i-Islam Girls Primary School, Mahim



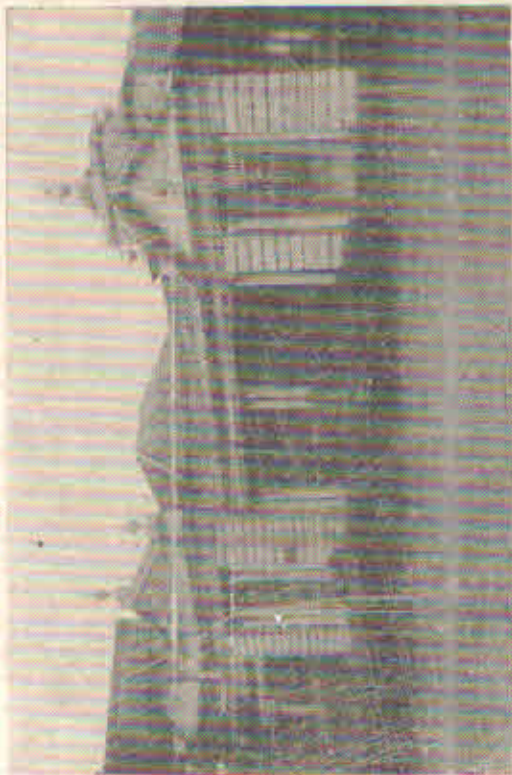
Anjuman-i-Islam
Sobani Hostel, V. T.



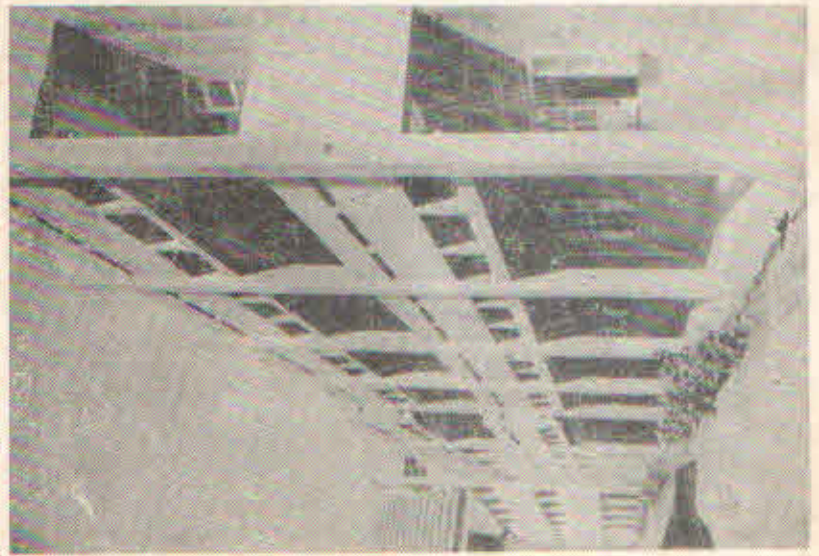
Anjuman-i-Islam Public School at Panchgani



Anjuman-i-Islam Vaidi Mohammed & Dawood
High School, Pune



Anjuman i-Islam Vali Mohamed & Dost Mohamed
Peer Mohamed Muslim Girls Orphanage, Pune



Anjuman-i-Islam Vali Mohamed & Dost Mohamed