

IN THE NAME OF ALLAH, MOST GRACIOUS, MOST MERCIFUL

WHEREAS THE PAROW MUSLIM COMMUNITY TRUST WAS CREATED ON THE 22ND APRIL 2008.

WHEREAS THE TRUSTEES TOGETHER WITH THE EXECUTIVE COMMITTEE HAS RESOLVED TO CONSOLIDATE ALL THE AMENDMENTS TO THE TRUST DEED IN ONE DOCUMENT (AMENDED TRUST DEED).

NOW THEREFORE THE DOCUMENT AS SET OUT HEREUNDER SHALL CONSTITUTE THE TRUST DEED.

AMENDED TRUST DEED

THE INITIAL TRUSTEES AND THE FOUNDER OF THE AFOREMENTIONED TRUST WERE AS SET OUT BELOW.

MEMORANDUM OF A DEED FOR A DONATION IN TRUST MADE AND ENTERED INTO
BETWEEN

PAROW MUSLIM ASSOCIATION
(hereinafter referred to as the FOUNDER)

And

MOGAMMAT GHALIEBE ABRAHAMS
(Identity Number 5109015095080)

And

NOOR MOHAMED FAKIE
(Identity Number 4604255175080)

And

ABDUL WAHAB KOOTBODIEN
(Identity Number 3803135082083)

And

MOHAMED FAROUK PANGARKER
(Identity Number 6304115203085)

And

IMRAAN DAWOOD MALL
(Identity Number 730730 5094 080)

[hereinafter referred to as the TRUSTEES]

Handwritten signatures of the trustees and founder. The signatures are in black ink and appear to be: 1. A signature that looks like 'Lund' or 'Lundt'. 2. A signature that looks like 'Mogamat'. 3. A signature that looks like 'Noor'. 4. A signature that looks like 'Abdul'. 5. A signature that looks like 'Mohamed'. 6. A signature that looks like 'Farouk'. 7. A signature that looks like 'Imraan'. There are also some initials and marks scattered around the signatures.

WHEREAS:

The founder wishes to create a trust by way of a donation as provided in Clause 5 below to the trustees for the purposes outlined in Clause 3, subject to the terms and conditions contained in the trust deed; and

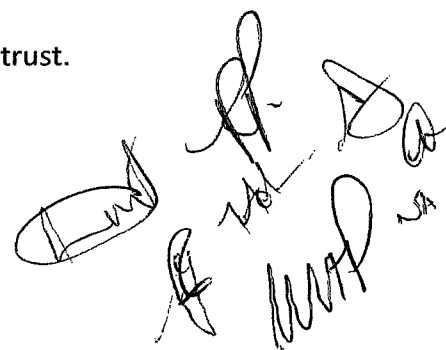
The objectives of the trust are outlined in Clause 4 which the trustees may pursue subject to the terms and conditions contained in the trust deed; and

The trustees have declared themselves prepared to accept and to hold and invest the donation in pursuance of these purposes, subject to the terms and conditions stipulated in the deed.

THEREFORE THIS DEED PROVIDES AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this trust deed, unless the context clearly otherwise indicates:
 - 1.1.1 the singular shall include the plural and vice versa and words importing any gender shall include the other genders;
 - 1.1.2 any reference to persons shall include natural persons, juristic persons and / or trusts.
 - 1.1.3 Any reference to a company shall include a close corporation or other legal person and a reference to a share shall include a member's interest, if applicable.
- 1.2 "Income" includes all accruals and / or receipts which are not of a capital nature.
- 1.3 "Muslim" means a "Sunni Muslim" as defined in Clause 7.3.2 of this trust deed.
- 1.4 "Shariah" means Islamic law.
- 1.5 "Trust assets" means:
 - 1.5.1 The donation referred to in paragraph 5 below; and
 - 1.5.2 any other assets and / or claims which the trustees may acquire in their capacity as such, whether by donation, sale or otherwise, irrespective of the source from which such additions are derived.
- 1.6 "Trustee" refers to the incumbents of the office of trustee and includes the first trustee acting in this capacity and any subsequent trustees appointed to the office of trusteeship;
- 1.7 "Trusteeship" refers to the office held by the trustees of the trust.



- 1.8 "Trust Fund" or "trust Capital" refers to the trust property and that part of the income which, in the discretion of the trustees, is accumulated in the trust after deduction of the total amount of:
- 1.8.1 All liabilities of the trust, whether actually incurred or contingent or conditional; and
- 1.8.2 The total for all provisions for
- 1.8.2.1 The replacement or repair of assets; and
- 1.8.2.2 Obligations (conditional and unconditional) as mentioned above, where the amount of the liability cannot be determined accurately.
- 1.9 "Trust deed" or "trust document" refers to this document as a whole.
- 1.10 Any Islamic terminology referred to in this trust deed shall be the Islamic terminology as interpreted and accepted by Sunni Muslims. Any doubt or dispute regarding the interpretation of this Islamic terminology shall be governed in terms of the arbitration Clause 21 of this trust deed.
- 1.11 "Parow" shall, unless otherwise indicated, refer to the greater Parow area, north of the N1 freeway, and adjacent areas to include Parow, Panorama, Platteklouf, Kleinbosch, Welgelegen, Platteklouf Glen and Monte Vista and any adjacent area which does not have a Masjid.
- 1.12 "Muslim Judicial Council" shall mean the Muslim Judicial Council of the Western Cape.
- 1.13 The "Executive Committee" shall comprise of the following office bearers:
- 1.13.1 The Chairman
- 1.13.2 The Vice Chairman
- 1.13.3 The Treasurer
- 1.13.4 The Assistant Treasurer
- 1.13.5 The Secretary
- 1.13.6 The Assistant Secretary
- 1.13.7 4 (Four) additional Executive members
- 1.13.8 Board of Trustees – a minimum of 5 (five) members
- 1.14 "Member" means any employee of the PMCT or any "Muslim" as defined in Clause 1.3 of this Trust Deed, over the age of 18, residing within "Parow" as defined in Clause 1.11 of this Trust Deed.

2. CREATION OF THE NAME OF TRUST

By way of the donation to the trustees on behalf of the beneficiaries referred to hereinafter, a trust is hereby created which shall be known as THE PAROW MUSLIM COMMUNITY TRUST.

3. PURPOSE

The image shows several handwritten signatures in black ink, likely representing the trustees mentioned in the document. The signatures are written in a cursive style and are located in the bottom right corner of the page.

The purpose of the trust is the provision of religious, educational and charitable services to the general community and, in particular, to the Islamic community.

4. OBJECTIVES

- 4.1 in pursuance of the purpose of this trust as outlined in paragraph 3 above, and without restricting the generality thereof, the objectives of this trust shall include:

The acquisition of property on which to erect a mosque (Masjid) and such further buildings as the Executive Committee in their discretion may deem necessary for the provision of formal Islamic education classes;

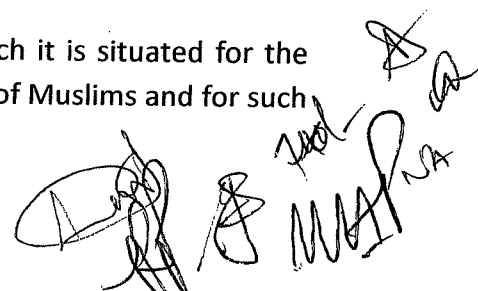
To initiate and participate in projects relating, inter alia, to

- Islamic religion and education;
- Welfare;
- Charity;
- The upliftment of the general community, particularly that relating to the aged, poor and infirm;
- The provision of formal Islamic religious education (Madrasah); and
- All matters incidental to the aforementioned objects;
- Other related activities which conform with the general purpose for which the Trust was established.

- 4.2 To assist in funeral arrangements.

- 4.3 In pursuance of specifically the purpose of the provision of the religious services to the Islamic community, the objects of the trust include, inter alia, the following:

- To enjoin what is right and to forbid what is wrong, and to foster the Aqaida beliefs and practices of the four Mathaaib of Jurisprudence.
- To promote, protect and preserve the Sunnah of Rasulullah (Sallallahu alayhi was Sallam) and the Sahabah (Radiallaho Anhum)
- To promote, protect and preserve the religious rights of Muslims.
- To promote the religious, social, spiritual and educational advancement of Muslim children.
- To further brotherhood and co-operation in the Muslim community and to co-ordinate all Muslim activities in the area.
- To found, build, maintain and own Islamic centres, libraries, Masjids, Madrasahs, Imaam and Muathin quarters and other similar institutions for the benefit of Muslims.
- To maintain the Masjid and the property on which it is situated for the performance of the obligatory daily prayers there of Muslims and for such



other religious purposes applicable to Islam and as the Executive Committee may from time to time decide.

- To maintain the Madrasah and the property on which it is situated for religious education and such other purposes as the Executive Committee may from time to time determine in accordance with the teachings of Islam.

4.4 All the activities of the trust, in pursuance of all its aforementioned purposes and objectives and such other activities the Executive Committee may involve itself in, shall be in conformity with the Holy Quran and the Sunnah of Rasullulah (Sallallahu Alayhi Wasallam). Any doubt or dispute regarding such conformity shall be governed in terms of the arbitration Clause 21 of this trust deed.

4.5 The trust is not an association for gain. Its funds will be used solely for the promotion of its objectives.

5. DONATION

The founders hereby donate to the trustees an amount of R100 (ONE HUNDRED RAND) which donation is made and accepted by the trustees for the purposes of the trust, and which donation shall constitute the initial trust fund of the trust. Any subsequent additions to the trust fund, irrespective of the source from which such additions are derived, shall, if they are accepted by the trustees, form part of the trust fund and be held and administered by the trustees, subject to the terms and conditions in the trust document.

6. VESTING OF RIGHTS TO TRUST PROPERTY

On acceptance by the trustees of their trusteeship in terms of the trust deed and the abovementioned donation, the trustees immediately have a claim against the founder for the delivery of the donation and have the right and are bound to ensure that the donation is received by them. While the trust is in operation the trustees are hereby obligated to take possession of all the trust assets including title deeds and other documents and to ensure their preservation and safekeeping for the duration of the trust.

7. PROVISIONS CONCERNING THE NUMBER OF TRUSTEES, TERMINATION OF OFFICE AND SUCCEEDING TRUSTEES

7.1 The initial trustees of the trust were:

MOGAMMAT GHALIEBE ABRAHAMS
(Identity Number 5109015095080)

And

A cluster of handwritten signatures in black ink, appearing to be the names of the trustees mentioned in the text. The signatures are somewhat stylized and overlapping.

NOOR MOHAMED FAKIE
(Identity Number 4604255175080)

And

ABDUL WAHAB KOOTBODIEN
(Identity Number 3803135082083)

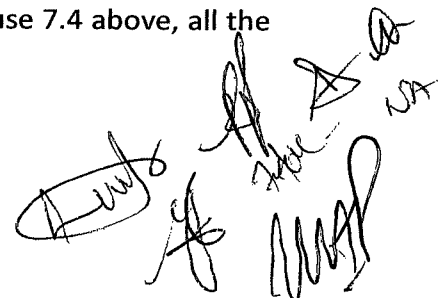
And

MOHAMED FAROUK PANGARKER
(Identity Number 6304115203085)

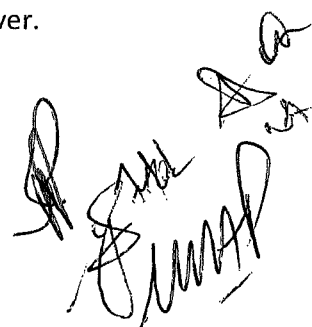
And

IMRAAN DAWOOD MALL
(Identity Number 730730 5094 080)

- 7.2 There shall at all times be a minimum of 5 (five) trustees in office.
- 7.3 In order to be eligible for the nomination, appointment and serving as trustee, a person must:
- 7.3.1 Must be part of the Ahle Sunni Wal Jamaah
 - 7.3.2 At all times be a *Sunni Muslim*. A Sunni Muslim shall mean a person who believes in the unity and oneness of Almighty Allah, in the absolute and unqualified finality of the Prophethood of Muhammad (SAW) as the final prophet and who claims or has claimed to be a prophet. No person belonging to, sympathising with or recognising any Ahmadi, Lahori, Qadiani, Mirzai, Bahai or any other person regarded by the Sunni Muslims as a non-Muslim, non-believer, Murtad or apostate shall be eligible for trusteeship.
 - 7.3.3 Be a resident and active participant in the daily activities of the trust.
 - 7.3.4 Baaligh and sane.
 - 7.3.5 Uphold the fundamental principles of ISLAM.
 - 7.3.6 Not be Faasiq (one who openly breaches Shariah).
 - 7.3.7 Be committed to safeguarding the Islamic interest in all aspects.
 - 7.3.8 A trustee shall hold office for a period of 5 (FIVE) Islamic years calculated from the date of his appointment.
 - 7.3.9 He must be a Member and have served for at least 1 (One) full term on the PMCT executive Committee on the date of election.
 - 7.3.10 Any paid employee of the PMCT shall NOT BE ELIGIBLE to be elected as a trustee/executive committee member.
- 7.4 Commencing in the month of Ramadaan and after five years have elapsed from the date of appointment of the trustees elections will be held for new trustees or such later date that the AGM may be held in the same year.
- 7.5 On the date of every election for trustees as provided in clause 7.4 above, all the existing trustees shall vacate their positions as trustees.



- 7.6 Any trustee vacating his position as provided in Clause 7.5 above shall be eligible for re-election.
- 7.7 On written appointment of his appointment as trustee, succeeding trustee shall be vested with all the powers and be subject to all the duties of a trustee as if he had been one of the original trustees of the trust.
- 7.8 A trustee shall cease to act as a trustee:
- 7.8.1 When he resigns as a trustee, which he is entitled to do by 30 (THIRTY) days written notice to his co-trustee(s) to this effect;
- 7.8.2 If he is certified to be mentally disturbed;
- 7.8.3 If his estate is sequestrated, either provisionally or finally, or if he surrenders his estate on behalf of his creditors or makes a compromise with his creditors;
- 7.8.4 If, in terms of the provisions of the Companies Act and any amendments thereto in force from time to time, he is disqualified from serving as a director of a company;
- 7.8.5 If he is not or ceases to be a Sunni Muslim as defined in paragraph 7.3 above;
- 7.8.6 Upon the unanimous sanction of the Executive Committee formed by the Parow Muslim Community Trust that the trustee(s) concerned has acted or conducted himself in a manner contrary to the accepted norms of Islam and / or the objectives in Clause 4 above;
- 7.9 In the event that there are less than 5 (FIVE) trustees in office at any given time, then such remaining trustees shall not be entitled to exercise the power of co-option nor shall they perform their duties as trustees other than that necessary for the continued administration of the trust. In such event the remaining trustees shall arrange public elections for trustees within 60 (SIXTY) days of the date on which there are less than 5 (FIVE) trustees in office for the purposes of appointing such further trustee(s) to ensure that there are at least 5 (FIVE) trustees in office at any given time, whereupon the trustees shall resume their full power as outlined in this deed. Notwithstanding anything stated to the contrary herein and for the purposes of such public elections, the following procedure shall be adopted:-
- 7.9.1 Voting for all office bearers of the Trust will be by ballot or show of hands including via electronic online voting procedures, pursuant to a process determined by the Executive Committee.
- 7.9.2 Every such nominee must be a Member and have served for at least 1 (One) full term on the PMCT Executive Committee on the date of election to be eligible to serve as a Trustee.
- 7.9.3 Every such nominee must satisfy the requirements for trustees as laid down in Clause 7.3 of this trust deed;
- 7.9.4 An independent electoral officer will handle all elections.
- 7.10 This trust subscribes to the view that the Shariah permits a person to be appointed as a trustee of this trust notwithstanding that such person may be employed as a paid employee of the trust in any other capacity whatsoever.



- 7.11 Every person serving as trustee shall not be entitled to receive any remuneration for serving as a trustee under this trust and shall at time of his appointment waive (in writing and orally) any legal right to remuneration for serving as a trustee.
- 7.12 If a trustee for good reason cannot attend to his duties as trustee for any period of time then he or she may appoint a proxy (in writing) from the ranks of the existing trustees and or Exco at that time who shall then act in place of such trustee. Such proxy shall carry the voting rights of the trustee concerned as well.

8. FURNISHING OF SECURITY BY TRUSTEES

A trustee serving as such, either as a first trustee, or as an additional or succeeding trustee, is exempted from furnishing security to the Master of the High Court, or any other person or body in terms of the Trust Property Control Act, No 57 of 1988, or in terms of any other statutory provision, for the proper performance of his duties as trustee.

9. AMENDMENT OF THE TRUST DEED

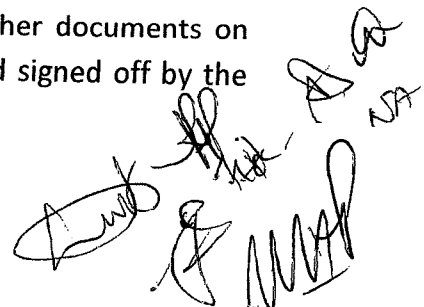
This trust deed may only be amended, altered or added to by way of a special resolution passed by no less than two thirds of the total number of members present at an Annual General Meeting. The trustees may not, however, except with the written consent of the Muslim Judicial Council or a Sunni Islamic Religious Body (ies), vary the contents of Paragraphs 7.3. and 13.1.

10. TAXES

If the founder is taxed on any income received by or accrued to the trust, the trustees shall pay the tax assessed on such income out of the income of the trust and in the event of the founder having already paid the assessed taxes, the founder shall have a claim for a refund of such payments against the trustees.

11. EXECUTION OF DOCUMENTS

- 11.1 At least five trustees shall sign ALL contracts, deeds and other documents on behalf of the trust unless a resolution has been adopted and signed off by the

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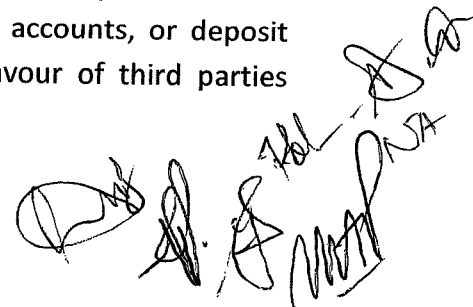
- Executive Committee authorising a specific Executive Committee Member or Members to sign any of the aforementioned documents.
- 11.2 Signing power of the Executive Committee with regard to the bank account of the trust shall be 3 elected members of the Executive Committee – duly elected at an Executive Committee Meeting.
- 11.3 A duly recorded resolution of the Executive Committee is a prerequisite for the execution of any documents referred to in 11.1 and 11.2

12. PERSONAL INTEREST OF TRUSTEES IN TRUST AFFAIRS

- 12.1 The following provisions are applicable where a trustee has a personal interest in the result of the exercising of any power or discretion by a trustee(s):
- 12.1.1 He shall make a full disclosure of his interest to fellow co-trustees;
- 12.1.2 His co-trustees shall decide whether the trustee, who has disclosed his interest, may participate in any discussion or voting with regard to the matter;
- 12.1.3 If the relevant trustee is allowed to discuss and vote on the matter, his personal interest shall be of no further importance.
- 12.2 No trustee/executive member may contract on behalf of the trust except with the written consent of the full Executive Committee.

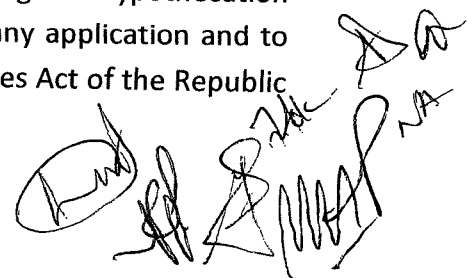
13. POWERS OF EXECUTIVE COMMITTEE MEMBERS

- 13.1 Notwithstanding anything else herein contained, the Executive Committee Members shall at all times, whether exercising their powers or carrying out their duties in terms of this deed, conform with the provisions of the Sunni Islamic Law. All business of this trust shall be managed and controlled by the Executive Committee Members alone in conformity with the teachings of the Noble Quran and the Shariah.
- 13.2 The powers of the Executive Committee enable them to administer the trust fund in pursuance of the purpose and objectives of this trust and not for their personal benefit. The extent of the powers vested in the Executive Committee Members must be interpreted subject to the pursuance of the purpose and objectives of this trust.
- 13.3 The Executive Committee shall at all times be vested with such powers to deal with the trust assets which they in their exclusive discretion deem necessary to best control the trust fund in pursuance of the purpose and objects of this trust. Without restricting the general powers of the Executive Committee but subject to paragraphs 13.1 above, the Executive Committee shall have the power to:
- 13.3.1 Open bank accounts for the trust, draw on such accounts, or deposit moneys in it, to issue bills and guarantees in favour of third parties



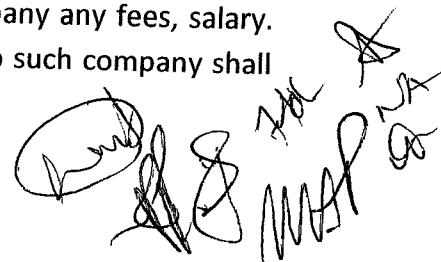
against the account and to hand to the bank, bills for collection in favour of the trust;

- 13.3.2 Subject to paragraph 4.4 above, buy, sell or exchange any goods, movable or immovable, on such terms and conditions as the Executive Committee may decide and to cede rights provided that in the case of immovable property the Executive Committee shall not be entitled to sell or exchange immovable property unless they receive the consent of the Parow Community (as envisaged by Paragraph 1.1) at a general meeting which decision shall be taken by simple majority provided that such sale is in accordance with the teachings of the Quran and the prescripts of the Shariah and is in the best interest of the Parow Muslim Community. Provided further that any Masjid falling under the administration of this trust shall be regarded as WAQF property and can under no circumstances be sold, exchanged or donated in any way whatsoever;
- 13.3.3 Invest monies which form part of the trust fund in such securities and on such terms and conditions as the Executive Committee may from time to time determine, provided that funds available for investment may only be invested with registered financial institutions, as defined in section 1 of the Financial Institutions (Investments of Funds) Act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchange Control Act, 1985 (Act No 1 of 1985) provided that any such investment is not contrary to the teachings of the Quran and the prescripts of the Shariah;
- 13.3.4 Retain existing investments or investments made by the Executive Committee in that form or to re-invest in any other form, but always subject to paragraph 13.3.3;
- 13.3.5 Negotiate loans in favour of the trust, with or without security, from a Halaal source and on such terms and conditions agreed with the lender provided that this is done in accordance with the teachings of the Noble Quran and the Shariah;
- 13.3.6 Mortgage; hypothecate or grant a loan on any asset of the trust if this is found to be in accordance with the teachings of the Quran and the prescripts of the Shariah;
- 13.3.7 Let, improve, alter and maintain any fixed property forming part of the trust fund and if need be, to demolish fixed improvements and erect new improvements in consultation with the community should it be deemed necessary;
- 13.3.8 To appear before any conveyancer, notary public, registrar of deeds or registrar of claims to sign or execute any documents with regard to the alienation, sub-division, exchange, transfer, mortgage or hypothecation of fixed and / or movable property and to make any application and to give any consent required under the Deeds Registries Act of the Republic

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of South Africa, or any regulation thereunder or any amendments to such Act or regulations;

- 13.3.9 Institute or defend legal actions;
- 13.3.10 Attend meetings of creditors of a private individual, company or body who is a debtor of the trust irrespective if the meeting is in connection with insolvency, liquidation or judicial management;
- 13.3.11 To vote on any matter submitted to the meeting and generally, to exercise all the rights a creditor would have had in similar circumstances;
- 13.3.12 Issue receipts, discharges or indemnities in respect of any repayment or discharge of obligations;
- 13.3.13 Make use of the services of professional advisors and tradesmen for the affairs of the trust and to pay for such services out of the trust fund;
- 13.3.14 pay any costs incurred in connection with the administration of the trust out of the trust fund;
- 13.3.15 Accept only irrevocable and unconditional donations or bequests on behalf of the trust from anybody subject to the terms and conditions of this trust deed;
- 13.3.16 Make donations which are in pursuance of the objects of the trust;
- 13.3.17 Form companies or other legal persons which the law may allow, in any part of the world for such purposes as the Executive Committee may determine to exercise the vote attaching to such shares or interest vesting in the trust and, generally, to exercise any or all of the rights a shareholder or member may have by virtue of the constitution of such company or other legal person or by virtue of an Act in force in the Republic of South Africa;
- 13.3.18 Either solely or in conjunction with any other person or persons, to enter into such agreements, as they may consider fit, for the purpose of causing the liquidation, reconstruction or amalgamation or merger of any of the companies in whose capital the said shares shall form portion, and to enter into and carry out such agreement or agreements as they may consider appropriate in regard thereto;
- 13.3.19 To exercise any rights or conversion or subscription pertaining to any shares from time to time and for the time being forming part of the trust or at their discretion, to sell or realise any such rights provided that the proceeds of such a sale or realisation shall be deemed to form part of this trust fund;
- 13.3.20 To cause such change to be made in the Board of Directors or in the other offices of any of the companies involved they may consider fit, and to appoint or cause to be appointed either one or more of themselves as such Directors or officers or cause some other person or persons to be appointed on the basis that such persons will act as Nominees for the Trust . Any member receiving from any such company any fees, salary. Bonuses or commission for the services rendered to such company shall

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be entitled to retain the same for his own benefit and shall not be required to account therefor to any persons interested hereunder;

13.3.21 Decide whether any receipt of a liquidation dividend by the trust shall form part of the income or capital of the trust;

13.3.22 To enable the Executive Committee to give effect to the above powers, they are hereby empowered to sign all documents and take all such steps deemed necessary for the meaningful exercising of these powers;

13.3.23 Apply on behalf of the trust for membership of a company or association, or any other body or society and to enjoy the benefits derived from such membership with the consent of the Executive Committee at a special general meeting;

14. EMPLOYMENT OF INCOME

14.1 The Executive Committee may in their absolute discretion:

14.1.1 Utilise nett income in pursuance of the purpose and objectives of this trust;

14.1.2 Pay all costs incurred by the trustees in connection with the administration of the trust;

14.1.3 Be reimbursed out of the trust fund in respect of any expenses that they personally may have incurred in connection with the performance of their duties as trustees;

14.1.4 Accumulate income in the trust fund in order to supplement the capital of the trust fund.

15. EMPLOYMENT OF CAPITAL

15.1 The Executive Committee are empowered, in their absolute discretion, to:

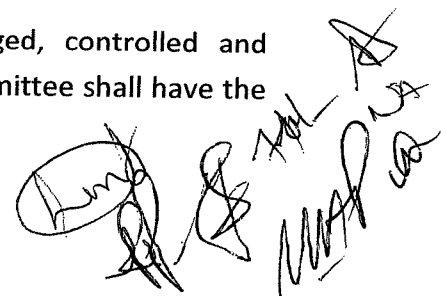
15.1.1 Make any payments which they are empowered to make from the income of the trust, from capital, if the income is insufficient for these purposes;

15.1.2 Utilise any portion of the capital during the currency of the trust, in pursuance of the purpose and objectives of this trust.

15.2 No capital shall be utilised but for the exclusive pursuance of the stated objectives.

16. EXECUTIVE COMMITTEE

16.1 The matters and business of the trust shall be managed, controlled and conducted by the Executive Committee. The Executive Committee shall have the

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full power to carry out the objectives of the trust and generally exercise all the powers of the trust as defined in this Trust Deed.

- 16.2 The Executive Committee of the trust shall consist of the following:
- 16.2.1 Chairman
 - 16.2.2 Vice Chairman
 - 16.2.3 Secretary
 - 16.2.4 Assistant Secretary
 - 16.2.5 Treasurer
 - 16.2.6 Assistant Treasurer
 - 16.2.7 Executive Members (4)
 - 16.2.8 Minimum of 5 Trustees
 - 16.2.9 The trustees may not hold any of the aforesaid Executive portfolio positions while serving as a Trustee, Nor may any elected Executive member hold a Trustee position while serving on any of the other aforesaid Portfolio positions.
- 16.3 The Executive Committee members shall be voted in through ballot or show of hands including via electronic online voting procedures, pursuant to a process as determined by the Executive Committee
- 16.4 All nominees must be Members at the time of their nomination. In addition, nominees for the portfolio of Chairman, Vice Chairman and Treasurer must have served for at least 1 (one) full term on the PMCT Executive Committee on the date of election to be eligible.

17. AUTHORITIES AND FUNCTIONS OF THE EXECUTIVE COMMITTEE

- 17.1 The Executive Members shall hold office for a two (2) years except for the Board of Trustees, who shall hold office for 5 (five) years.
- 17.2 The Executive Committee shall have the power to control and supervise all sub-committees of the trust.
- 17.3 The Executive Committee shall have the power to appoint, suspend or dismiss any person employed by the trust, to determine salaries, job descriptions and conditions of employment.
- 17.4 The Executive Committee shall be entitled to nominate a member to fill a vacancy on the Executive Committee caused by resignation, dismissal, death or for any other reason, until the next general meeting.
- 17.5 The Executive Committee shall nominate a member to issue public statements, press reports and give evidence to relevant authorities on behalf of the trust as and when required subject to and in consultation with the trustees.
- 17.6 The Executive Committee shall have the powers to co-opt members onto the Executive Committee.



- 17.7 Any Executive member absent from three consecutive meetings or any four meetings within twelve month rolling period, shall forfeit his post, unless otherwise agreed by the Executive Committee.

18. AUTHORITIES AND DUTIES OF:

18.1 Chairman

The Chairman shall:

- a) Conduct all meetings and also fulfil the role of signatory to the minutes.
- b) Submit an annual report at an Annual General Meeting (AGM).
- c) Have a casting vote.

18.2 Vice Chairman

In the absence of the Chairman, the Vice Chairman shall exercise the powers and discharge the duties of the Chairman. He shall also assist the Chairman and be actively involved in all key activities which enable him to fulfil the duties of the Chairman in his absence.

18.3 Secretary

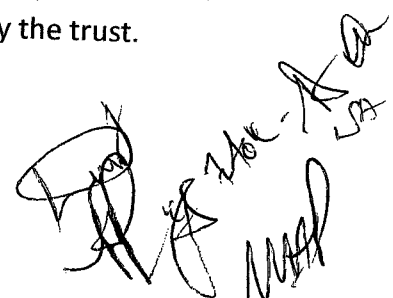
- a) Shall call all the meetings.
- b) Shall record and file minutes, attendance and reports.
- c) Shall ensure that the Chairman receive a copy of the reports and minutes.
- d) Shall circulate notices of all meetings.
- e) Shall be responsible for all the correspondence of the trust and shall act according to the directives of the Executive Committee.
- f) Shall submit a report at the Annual General Meeting (AGM).
- g) Shall delegate tasks to the Assistant Secretary.
- h) Shall keep an up-to-date list of members of the trust.

18.4 Assistant Secretary

Shall render every possible assistance to the Secretary and be actively involved in all key activities which enable him to fulfil the duties of the Secretary in his absence. In the absence of the Secretary, he shall fulfil all the duties of the Secretary.

18.5 Treasurer

- a) Shall handle the financial matters of the trust.
- b) Shall give financial reports at all executive meetings which the Chairman and Secretary shall have a copy of.
- c) Submit annual audited/independent annual review financial statements at the Annual General Meeting (AGM).
- d) Shall within 3 (three) working days of having received any money on behalf of the trust, deposit such moneys in a bank account stipulated by the trust.



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18.6 Assistant Treasurer

He shall assist the Treasurer and be actively involved in all key activities which enable him to fulfil the duties of the Treasurer in his absence. In the absence of the Treasurer, the Assistant Treasurer shall fulfil all the duties of the Treasurer.

18.7 Duties of Trustees

Apart from the common law duties that attached to the office of trustee, the trustees shall be subject to the duties enunciated in Trust Property Control Act No. 57 of 1988, namely 2:

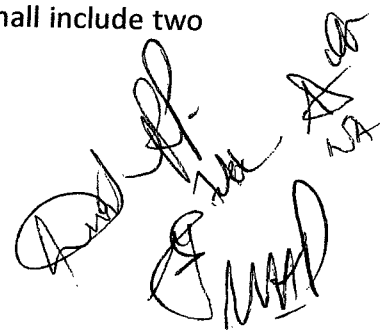
- 18.7.1 Ensure that an original trust document or a notarially certified copy thereof is filed with the master of the High Court;
- 18.7.2 Refrain from acting as a trustee until they are in possession of a letter of authority from the Master of the High Court;
- 18.7.3 Take possession of all title deeds and documents relating to the affairs of the trust for safekeeping;
- 18.7.4 Keep all trust property separate and register it in the name of the trust so that it can be identified as trust property;
- 18.7.5 Refrain from holding or disposing of trust property for their personal benefit or for the benefit of their estates, and, generally to act in a prudent and responsible manner as can be expected from persons who are in charge of the affairs of another person.

19. MEETINGS

- 19.1 A general meeting shall be called whenever needed with one-third quorum of the registered members.
- 19.2 An Executive meeting shall be held as and when required.
- 19.3 A minimum of seven (7) executive members shall be a quorum for an executive meeting.
- 19.4 A special general meeting can be called by a minimum of one-third (1/3) of all the members of the trust.
- 19.5 The AGM shall include an agenda together with minutes and reports.
- 19.6 Notice periods for meetings shall be as follows:

General meetings	:	5 days
Executive Meetings	:	3 days
AGM's	:	21 days

- 19.7 Notices of meetings shall be in writing with an agenda. Notices shall include two channels of communications.

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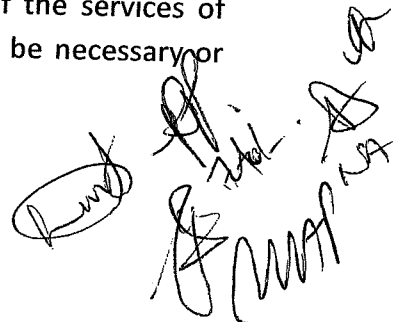
- 19.8 All proposed changes (amendments) to the Trust Deed shall reach the Chairman at least fourteen (14) days prior to the AGM in writing. The name of the Proposer and Secunder shall be included in the proposed amendments.
- 19.9 All resolutions shall be decided by Mashura (consultation) in terms of which all views shall be heard, whereafter the executive committee will make the decision based on a simple majority, which decision shall be final and binding. If a consensus is not reached then, at the discretion of the Executive Committee, a special general meeting shall be called for a directive. Such decision shall be regarded as being carried. The Executive Committee shall endeavour to implement the process of Shura where it is practical to do so.

20. ANNUAL GENERAL MEETINGS

The Executive Committee shall be obliged to hold annually an Annual General Meeting that shall be open to Members. Such Meeting shall be held at such place designated for that purpose each year by the Trustees/Executive Committee and shall be held during the month of Ramadaan of each year or such later date that the AGM may be held in the same year (due to the fact that the Lunar Calendar is 11 days shorter than the Gregorian Calendar, a fixed date cannot be set). Written notice of such meeting shall be displayed in the Mosque under administration by the trustees in accordance with this Trust Deed at least 15 (FIFTEEN) days before the date of such meeting. At such meeting the trustees shall present an audited Account/ independent annual review of their Financial Administration of the trust and its funds for the relevant financial year, including an overview of their activities over the period under review, as well as present and future activities. The persons entitled to attend such meeting shall be such persons who are entitled in terms of this Trust Deed to nominate trustees. All such persons who attend an Annual General Meeting shall be entitled to question the trustees/executive committee as to any matter on the agenda of such Annual General Meeting. The quorum for such Annual General Meeting shall be 25 (twenty five) Members as defined in Clause 1.14.

21. FINANCES AND AUDIT

- 21.1 The Executive Committee shall ensure that a proper set of books recording the affairs of the trust shall be kept. The trust's financial year will commence on the first day of March of a particular calendar year and close on the last day of February of the immediately following calendar year. At this date financial statements will be prepared which will be subject to annual audit / independent annual review.
- 21.2 The Executive Committee shall have the right to make use of the services of professional persons in so far as such services are deemed to be necessary or desirable for the purposes of the trust.



- 21.3 At the discretion of the Executive Committee, each division under the auspices of the trust may be provided with a separate banking account.
- 21.4 A separate account shall be opened for the day-to-day running of the trust, including maintenance, madressa and all other operational matters by the executive committee.
- 21.5 Finances will be raised by fund-raising efforts and other means with the participation of every member.
- 21.6 All moneys received, be they donations, subscriptions, shall be utilised to conduct the activities of the trust in the execution of its objectives and for covering any costs in the management of the trust in accordance with the Trust Deed.
- 21.7 No member may collect money without the prior consent of the Executive Committee.
- 21.8 All moneys to be officially receipted.
- 21.9 Notwithstanding the provisions of Clause 11.2 of this Trust Deed, all cheques for payment shall be signed by three of the following seven persons:
- 21.9.1 Chairman or Secretary
 - 21.9.2 Treasurer or Assistant Treasurer (one of these two being compulsory)
 - 21.9.3 One of the three nominated Trustees.


22. SUB-COMMITTEES

- 22.1 The Executive Committee of the Trust shall establish sub-committees as and when required.
- 22.2 Shall not make rulings or decisions including financial decisions without the approval of the Executive Committee of the trust.
- 22.3 Shall have their own meetings when deemed necessary.
- 22.4 The Executive Committee shall have the right to co-opt or dismiss any member from any sub-committee.
- 22.5 Shall record and file their own minutes and shall submit written reports to each Executive meeting.

23. PERSONAL LIABILITY OF TRUSTEES

The trustees shall only be liable personally for any loss which the trust may suffer if such loss was due to the failure of the trustees to act with the care, diligence and skill which can reasonably be expected of persons who manage the affairs of others. A trustee shall not be held liable for a breach of trust committed by a co-trustee unless there was collusion between the trustees.

24. INTERPRETATION

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In the case of any dispute or uncertainty as to the interpretation of this Trust Deed or the interpretation of the Noble Quran and the Shariah or any difference of opinion among the trustees relating to the administration or management of this trust, then such matter shall be referred to arbitration for settlement thereof. Such arbitration shall be conducted by an Arbitration Committee appointed by the Muslim Judicial Council or any similar authority existing at such time whose decision on the issue to be resolved shall be final and binding. Any such arbitration shall be subject to the provisions of the Arbitration Act of 1973 as amended from time to time.

25. TERMINATION OF TRUST AND DISTRIBUTION OF TRUST FUND

25.1 The trust shall continue to exist for an indefinite period until such time as the Executive Committee decide to terminate the trust, provided that such termination shall not be valid unless the Executive Committee obtain the consent of the majority of Muslim residents of Parow and adjoining areas as defined in Clause 1.11 at an Annual General Meeting and who are entitled to vote at such a meeting.

25.2 In the event of termination of the trust, the trust funds shall pass to any body or association, society or institution which purposes are similar to the objectives of this trust and which itself is exempt from income tax in terms of section 10(1)(f) of the Income Tax Act, No. 58 of 1962.

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1.

NAZ

[Signature]

ABDUL RAHIM ASHTIKER

2.

[Signature]

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1.

NAZ

[Signature]

NOOR MOHAMED FAKIE

2.

[Signature]

[Handwritten notes and signatures]

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1. NAS

FA

2. [Signature]

FAQIH ABDUL QAYOOM KADER

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1. NAS

[Signature]

2. [Signature]

MOHAMED RAFIEK PARKER

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1. NAS

M. Pangarker

2. [Signature]

MOHAMED FAROUK PANGARKER

DATED AT PANORAMA ON THIS THE 22 DAY OF March 2023.

AS WITNESSES:

1. NAS

[Signature]

2. [Signature]

FARIED SALIE

[Handwritten notes and signatures]